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The Solicitors' Journal.

LONDON, APRIL 10, 1875.

CURRENT TOPICS.

MUCH INCONVENIENCE has been caused to the profession by the delay in issuing commissions for taking affidavits in the Court of Queen's Bench. We are authorized to announce that arrangements have been made which will prevent the delay in future, and that, with the assistance of Mr. Frayling, the chief clerk of the Lord Chief Justice, all the commissions which have been so delayed will be forthwith issued.

A SCOTTISH JOURNAL has given, "on the most trustworthy authority," an account of the system adopted by the jury in fixing the amount of damages in the recent action against the *Athenæum*. It appears that one juror from the first declined to agree to more than nominal damages, but each of the other eleven wrote down what he considered a fair award; these separate sums were added up; the sum total was then divided by eleven, and the product of this division was taken as the damages to be assessed, having first been docked of a small sum to conceal the process of computation. It is not quite obvious why the sum total should have been divided by eleven instead of twelve, and the dissentient juryman might fairly complain that while one of his fellows who jotted down only a farthing was allowed to count in the division, he was shut out and the verdict was given for over £100 more than would otherwise have been the amount. Assessing damages by taking an average is not, we believe, an unusual practice—it seems to have been adopted by a jury at the Liverpool Assizes on Tuesday last—though it is probably less common than that of adopting a middle sum between the highest and the lowest sums proposed by jurors. Like that plan it may, and in most cases must, bring about the result that the verdict does not represent the amount which any single juryman, acting in the fulfilment of his oath, believes to be that which ought rightfully to be awarded to the plaintiff. As Mr. Baron Pollock said at Liverpool, the verdict ought to be the result of twelve minds after consultation. There might be one man in the jury box who might put forward views which might very much influence his brother jurymen, and the result might be very different if the matter were talked over instead of figures being put down. As regards this, however, we may remark that where all the jury are agreed to give substantial damages the adoption of some expedient of this kind is not likely very materially to vary the result which would be reached by the mutual concessions resulting from prolonged discussion. The principle of the verdict is unaffected. But in the Edinburgh case some of the jurymen (two at least) seem to have been in favour of mere nominal damages, and thus the result of the mode adopted was to leave to an unknown chance the determination of a matter, viz., whether the damages should be substantial or nominal — which was almost, if not quite, as important to the parties as the question for which side the verdict should be.

WE HAVE NOT MET with any authority expressly in point as to the effect upon a verdict of recourse being had to the expedient of taking an average under such circumstances as those disclosed with reference to the Edinburgh case. There are, of course, cases of compromises by a jury leading to verdicts clearly inadequate, such as the very recent case of *Falvey* v. *Stanford* (23 W. R. 162), and the earlier reports are full of cases of the adoption by jurors of modes of decision which saved them the trouble of arriving at an agreement by full and fair discussion. In one of the earliest of these, in the reign of Charles II. (*Prior* v. *Powers*, 1 Keb. 811), a Bedfordshire jury, being equally divided in opinion, agreed to put two sixpences into a hat and give their verdict for plaintiff or defendant according as one or other sixpence was taken out by the person selected to draw. Upon an application to set aside the verdict, Windham, J.; was of opinion that "this is as good a way of decision as by the strongest body; which is the usual way." Twisden, J., however, "doubted it would be of ill example," but, as the circumstances under which the verdict was given "appeared only by pumping a juryman who confessed all," the court refused the application for a new trial. In subsequent cases the opinion of Twisden, J., was adopted, and verdicts arrived at by similarly irregular means were set aside even though the verdicts chanced to be right. Thus in *Hale* v. *Cove* (1 Str. 642), where a jury, after sitting up all night, agreed to put two papers in a hat marked P. and D., and to decide for plaintiff and defendant according as the P. or D. paper was drawn, it happened that the verdict thus given was in accordance with the evidence and the opinion of the judge, but nevertheless, on a motion for a new trial, it was set aside. In *Parr* v. *Seames* (Barnes, 438), where the jurors agreed to determine their verdict by the circumstance of whether the major part of halfpence "hustled in a hat" came up heads or the reverse, the court seems to have admitted the affidavit of a juryman to show what happened in the jury-room. But it has long been settled, in accordance with the early case above cited, that the testimony of the jury themselves cannot be received (see *Vaise* v. *Delaval*, 1 T. R. 11; *Straker* v. *Graham*, 7 Dow. P. C. 223), so that provided a jury take the precaution to ascertain that the walls of their room are thick and that there are no listeners outside the door, they may be tolerably safe that their verdict, arrived at by chance, will not be upset. According to Lord Mansfield, however (1 T. R. 11), jurors who adopt these means of coming to a decision commit "a very high misdemeanour," and in the reign of Charles II. jurors who had cast lots for a verdict were fined (*Foster* v. *Hawden*, 2 Lev. 139). In the same reign, a Northumberland jury who had agreed to determine the matter at issue by the fall of a sixpence were ordered to attend the court the next term (*Fry* v. *Hardy*, T. Jones, 83). An Irish jury, mentioned by Mr. Baron Deasy in his evidence before the committee on the jury system in Ireland last session, took the precaution of attempting to obtain judicial sanction for an irregular mode of obtaining a verdict. "The jury came out, and the foreman said, 'My lord, we wish you to decide this case yourself.' I said, 'I cannot give a decision for you.' They again returned, and in about an hour they came out, and one of them said, 'My lord will you let us have a vote for it?' . . . I had to discharge them."

THE FLOATING KIND of jurisdiction given to the courts of bankruptcy, and the loose way in which such a jurisdiction, partaken of by so numerous a body of local courts was sure to be exercised, still continue to need the careful precision of the higher courts in pinning down the laxity of hastier tribunals, or in dispelling the extravagant hopes which such laxity has naturally inspired in practitioners. Two such cases are reported in this week's

Weekly Reporter, and as they are both cases of some interest and importance, we shall briefly summarize them in this place. The first case, *Ex parte Halford*, before the Chief Judge in Bankruptcy, raised the question of the power of the Court of Bankruptcy to restrain a creditor from proceeding with an action against a compounding debtor on the ground that the debtor remains liable by virtue of the 15th section of the Debtors Act, 1869. It will be remembered that that section provides that where any debtor makes any arrangement or composition under the Bankruptcy Act, 1869, he shall remain liable for the unpaid balance of debts incurred, or increased, or whereof he obtained forbearance, by any fraud, provided the creditor has done nothing more than prove and accept dividends. Of course, if the debtor continues liable, he can be sued, and of course in the action the debtor will plead the arrangement or composition, and the material question will be fraud or no fraud. Of the competence of a court of law to decide this question there can be no doubt, and in the absence of a direct enactment to the contrary, and the matter being in nine cases out of ten one merely between the creditor and the debtor, one does not see why the creditor should be prevented from taking the usual remedy. The only case in which the general body of creditors would be interested in the question at all is where the debtor, through incurring the costs of an action, might be prevented from paying the composition agreed upon. But as this case implies the fraud of the debtor and the consequent right of the creditor to his balance, and as no power is given to the Court of Bankruptcy to enforce the payment of the balance, this objection falls to the ground. The last consideration in truth contains the whole point. The Court of Bankruptcy cannot give the relief a defrauded creditor is entitled to; it cannot therefore restrain a creditor who believes himself to be defrauded from proceeding elsewhere for the purpose of trying his right and obtaining the proper remedy.

The other case to which we have referred, *Ex parte Harper, re Bremner*, was one in which the Court of Bankruptcy was asked by an execution creditor to try over again the question of his right to the goods seized under his execution after that question had been decided against him in an action at law brought by him against the sheriff who had defended the action, being indemnified by the trustee in liquidation, to whom he had handed over the goods. Lord Justice James, in declining to accede to the application, said, "The only reason for allowing such proceedings in bankruptcy was to save the expense of an action against the sheriff when all the parties had submitted the question to the Court of Bankruptcy for its decision; here the expense of the action had been incurred." There can be little doubt of the propriety of this decision, the principle of which would, of course, apply to a case where it was the trustee who was applying for a fresh trial of the point decided in the action, a case which would arise if, after an unsuccessful action against the sheriff, he sought to reduce the execution creditor's dividends in respect of the balance of his debt on the ground that he had been improperly allowed to retain the goods.

Lord Justice Christian's letter to the *Times* on the subject of the Judicature Bill does not seem to us to add much to the considerations already before the public on this question. Indeed, were it not that the letter seems at its close to foreshadow a further postponement of the Act of 1873, we should hardly think it necessary to recur to the matter at present. We necessarily write in ignorance of the statement made last night by the Lord Chancellor in the House of Lords as to the course intended by the Government; but we sincerely trust, first, that no such postponement is contemplated, and, secondly, that, if it be, some such expression of public opinion may be evoked as will induce the Government again to alter its course. Nothing could, in our opinion, be more injurious to the public interests than that the present system should be continued *on sufferance* for another year. Absurd and objectionable as it would be now to retrace our steps, and undo all that has been effected by the labours of the Judicature Commission, and the joint action of three successive Lord Chancellors, it would almost do less harm to sweep the Act of 1873 away altogether, and declare positively against any further attempt to alter our present judicial arrangements than to continue a state of interim suspense which has already lasted only too long, and compel the continued use of a machinery which has been pronounced, on the authority of Parliament, to be inadequate and inefficient. The appeal question is the only obstacle which "stops the way." If the Government are not ready with an amended scheme for this purpose, or think that it is now too late to attempt to carry any such scheme this session, let them, as the best course open to them, and expressly without prejudice to their future action, bring in a short Bill to repeal the 20th clause of the Act of 1873—the only one which affects the House of Lords—leaving the rest of the Act to come into operation on the 2nd of November next.

Mr. Justice Brett, who some time ago favoured the world with a very searching exposition of what we may term the legal ethics relating to actions by men for breach of promise of marriage, has now expounded the principles which, in his opinion, should govern the courts in dealing with cases of manslaughter occurring in the course of a fight. In sentencing the men who were engaged in the recent prize fight at Hackney Marshes, and who pleaded guilty of manslaughter, to terms of imprisonment varying from one week to three days, the learned judge drew a distinction between manslaughter resulting from (1) unfair fighting, (2) prize fighting, and (3) quarrel and fair fighting. The first kind of manslaughter he would always punish most severely. As to the second, he said that a prize fight "got up for money, with the ordinary accompaniments of a prize fight," was brutal and disgraceful, but although he would punish a man who caused the death of another in a prize fight he was very anxious that "there should be a marked distinction between a cowardly—*i.e.*, unfair—fight and a prize fight." But where a quarrel has occurred, and a regular fight is arranged, and money is staked "only for the purpose of binding the two parties to fight out their quarrel and determine which was the better man," the fight is not a prize fight at all but a fair fight. As to this his lordship expressed himself as follows:—"I do not think that we who are sitting here to administer the law are bound to note that when men quarrel it is any great sin that they should fight out that quarrel if they would only fight fairly with their natural weapons—their hands. . . . The fight was prolonged far too much, and if I thought that the prolongation of the fight was the fault of the victor, Tubbs, and practically against the will of the deceased man, I should treat that as a much more serious case; but he appears to have had the courage, which I don't dislike to see in an Englishman—he declined to give up. If Tubbs had given up when he saw that his opponent was weakened, he would have been said to have been vanquished, and human nature could not stand that; a man is very unwilling to give up when he is getting the better. Therefore, I cannot complain of Tubbs fighting after the deceased refused to give up." The moral appears to be that one ruffian may kill another almost with impunity provided only there has been a quarrel between them, and the fight is conducted "fairly;" and this last requirement does not imply that the slayer must give up pounding his opponent to death although he sees him "becoming weakened." If this ruling is acted upon by the judges a new era would appear to be opening for muscular Christians.

WE ARE GLAD TO OBSERVE that Mr. Gorst has given notice that on going into committee of supply on the Civil Service Estimates he will call attention to the Treasury minute respecting the costs of criminal prosecutions in England, and will move that the whole cost of these prosecutions should be borne by the Treasury without those deductions which within the last few years had been improperly made therefrom. Mr. Gorst's familiarity with the subject will doubtless enable him to present very forcibly to the House the delusive character of the recent Treasury minute. The history of the practice with reference to costs of criminal prosecutions is briefly this—Under statute 25 Geo. 2, c. 30, s. 11, extended by statute 7 Geo. 4, c. 64, the costs of criminal prosecutions were thrown on the county rates, and the justices were empowered to make scales of costs, such costs to be taxed by the proper officer of the court. In 1836 these costs were in part transferred from the county rates to the public funds, and subsequently they were entirely thrown on the latter, although they were in the first instance to be paid by the county treasurer. As a natural result, the power to make a scale of costs was, by statute 14 & 15 Vict. c. 55, ss. 4, 5, taken from the justices and given to the Secretary of State, but it was provided that the amount of such costs, &c., should be still ascertained by the proper officer of the court. The Appropriation Act of each year enacts that "all sums granted by this Act . . . are appropriated . . . for the purposes and services expressed in schedule B." That schedule in last year's Act (part 8, No. 2) contains an item "For criminal prosecutions at assizes and quarter sessions, &c., in England, &c., £185,398." Up to the case of *Reg.* v. *Lords of the Treasury*, in 1872, the words "formerly paid out of the county rates" followed the words "in England;" but some stress was laid upon them in that case, and they have since disappeared from the yearly Appropriation Act. In 1857 officers were appointed by the Treasury called examiners of criminal law accounts, who have ever since been employed in disallowing or reducing items in the bills of costs already taxed by the proper officers of the courts and actually paid by the county treasurers. And it is the costs after having undergone this manipulation by the Treasury officials which are proposed to be taken as the basis of the new arrangement with reference to costs of prosecutions at sessions.

WHO SHOULD SUE A CARRIER FOR NON-DELIVERY?

THOUGH the general law relating to carriers is now established with a great degree of certainty, there is one branch of it which, to some extent, is still involved in considerable doubt. Where goods are entrusted to a carrier, to be carried to a specified consignee, and they are not delivered or are damaged in the course of transit, great difficulty is sometimes experienced in determining whether the consignor or the consignee is the proper person to sue for the loss; and this difficulty is enhanced by the fact that the question is one which often has to be answered at very short notice, *e.g.*, in issuing a writ just in time to save the assizes or the like. The general rule is, that the proper person to sue the carrier, where goods are lost or injured, is the party who employs him. A second rule, equally well established, is subsidiary to this. In the absence of express agreement it is presumed that the carrier is employed by the person at whose risk the goods are carried, *i.e.*, the person whose goods they are, and who would suffer if they were lost (Dicey on Parties to an Action, p. 87). Under this rule the cases may be conveniently sub-divided into two classes—(1) those in which there has been a valid contract of sale; (2) those in which such a contract does not exist.

(1) With regard to the former class it seems clear that the consignee will be the proper person to sue; for where goods are purchased under a contract of sale, the delivery of them by the vendor to the carrier operates as a delivery to the purchaser, who is, therefore, the person at whose risk they are carried; the vendor will be held to have acted merely as agent for the purchaser. This view is fully borne out by several of the decided cases. Thus in the very recent case of *Cork Distilleries Company* v. *Great Southern and Western Railway Company* (L. R. 7 H. L. 269) the judges, in delivering their opinion, said, "There is evidence in the present case that these goods were, with the consent or by the authority of the purchaser, consigned by the vendors, as consignors, to be carried by the defendants as common carriers, to be delivered to the purchaser as consignee, and that the name of the consignee was made known to the defendants at the time of the delivery. Under such circumstances the ordinary inference is that the contract of carriage is between the carrier and the consignee, the consignor being the agent of the consignee to make it." The case of *Dawes* v. *Peck* (8 T. R. 330), by which this rule was established, shows that payment by the consignor for the booking of the goods will not of itself be held to entitle the consignor to sue for a loss. In that case the plaintiff, the consignor, delivered two casks of gin to a particular carrier by order of the consignee, and, owing to a delay in the transit, they were seized, the time limited in the excise permits for their removal having expired, and it was held that the plaintiff could not maintain an action against the carrier for the loss, although he paid for the booking of the goods. Nor will the mere fact of payment of carriage on the goods by the consignor prevent the property and the risk from passing to the purchaser. In *King* v. *Meredith* (2 Camp. 639), which was an action for the price of some spirits delivered by the plaintiff to a carrier to be conveyed to the defendant, it was shown that, though they were of the legal proof when delivered to the carrier, they were under proof when they came to the hands of the defendant, and it was contended on his behalf that, as the carriage was to be paid by the plaintiff, the spirits were at his risk until they were delivered to the defendant, and that the carrier must, therefore, be considered as the plaintiff's agent. The objection was, however, overruled, Lawrence, J., saying, "The mode in which the carrier was to be paid makes no difference. The moment the spirits were delivered to him, the property vested in the defendant." In such a case, therefore, the consignee would still be the person to sue the carrier.

(2) With regard, however, to cases in which no contract of sale has been entered into between the consignor and the consignee, and in which therefore the relation of vendor and vendee does not exist, it is clear that the consignor is the proper plaintiff in an action against the carrier in respect of the goods delivered to him, for he is the person at whose risk they are, and who will therefore be presumed to have employed the carrier. Thus, where the contract of sale was incomplete, there being no evidence of compliance with the requirements of the Statute of Frauds, it was held that the consignor was the proper person to sue, the property not having passed, and the goods being therefore at his risk (*Coates* v. *Chaplin*, 3 Q. B. 483). A similar question arose in the subsequent case of *Coombs* v. *The Bristol and Exeter Railway Company* (6 W. R. 335, 27 L. J. Ex. 401), where the plaintiff agreed with one Avery, a dealer in whalebone at Exeter, to take all the whalebone that he could supply at a certain price, the whalebone to be sent by the defendants' railway. A parcel of whalebone was thereupon sent to the plaintiff, but was lost in the transit; the plaintiff brought an action for negligence against the company, but it was held that there being no contract to satisfy the Statute of Frauds, the consignor, and not the plaintiff, was the party to maintain the action, Pollock, C.B., in his judgment, observing, "The statute requires not only delivery but acceptance. And it seems to me that in this case there was no acceptance nor anything else to take the case out of the operation of the 17th section of the Statute of Frauds; therefore we cannot allow the contract

of sale to have been valid, and if not then any other contract dependent upon it must also fail." Inasmuch, therefore, as delivery to the carrier, though in general delivery to the vendee, is not an acceptance by the latter under the Statute of Frauds, a distinction arises, in this respect, between contracts within or not within the Statute of Frauds. Where, again, there is no contract of sale, the rule as to who is the proper party to sue is the same; it is the consignor at whose risk they are carried, and he is therefore the person entitled to maintain an action against the carrier for their loss. Thus, where the plaintiff consigned goods to a customer in pursuance of a written order from him, but it was shown that, according to the plaintiff's usual course of business, the goods, if disapproved of, might be sent back, in which case the plaintiff was in the habit of paying the carriage both ways, it was held that he, and not the consignee, was the proper person to sue for their loss (*Swain* v. *Shepherd*, 1 M. & Rob. 223).

There is, indeed, one case in which the consignor may always sue for injury to or loss of goods entrusted by him to a carrier, namely, where they are directed to a consignee who cannot be found. The goods then remain in the hands of the carrier as the property of the sender; it is the duty of the former to take reasonable care of them, and if he fails in this duty, and the goods are lost or injured in consequence, an action will lie against him at the suit of the consignor. Thus, in the recent case of *Heugh* v. *London and North-Western Railway Company* (L. R. 5 Ex. 51), where a fraudulent order for goods was sent to a firm at Manchester, purporting to come from a company which had in fact given no authority for the order, and the goods had been forwarded by the defendants' line to the consignees' address, and there refused. Martin, B., in his judgment, said: "Under ordinary circumstances there would be no contract by the defendants with the consignors, but only with the consignees, for whom the consignors would be presumed to act as agents. But here, there being no such sale, the property remained in the plaintiffs, and the defendants' duty was to obey their orders." As it is expressed in *Stephenson* v. *Hart* (1 M. & P. 357), a new contract arose between the consignor and the defendants, as carriers, that the latter would take care of the goods for him. In doing this, they would act in the capacity of "involuntary bailees," their character of carriers having ceased (see *Heugh* v. *London and North-Western Railway Company*).

So far we have seen that the right to sue the carrier follows the property in the goods carried. We now come to the case where a special contract relating to the carriage exists between the consignor and the carrier, or the consignor and the consignee. If the consignor undertakes with the consignee to deliver the goods to him at the termination of the transit, the consignee has nothing to do with the employment of the carrier, the risk is not his, and irrespective of any question as to the property in the goods, the consignor is the person to sue (see *Dunlop* v. *Lambert*, 6 Cl. & Fin. 600).

But supposing the consignor merely agrees with the consignee to pay for the carriage of the goods, what effect has such an agreement as this upon the right of the consignor to sue the carrier? The rule on this point is thus stated in Dicey (p. 89):—"If the consignor expressly make himself liable to pay for the carriage, then the consignor may maintain an action against the carrier for non-delivery." In support of this rule there are cited, not only in Dicey, but also in other text-books, two cases, which at first sight appear to lend it some support. In *Davis and Another* v. *James* (5 Burr. 2680), the declaration alleged that the plaintiffs, being possessed of cloth as of their own proper goods, delivered the same to the defendant, a common carrier, and requested him to deliver it safely and securely for them to one E. B., which they undertook to do for a reasonable price payable and paid by the said plaintiffs to the defendant; but the goods were lost and never delivered. It was held that the action was properly brought in the name of the plaintiffs, the consignors, Lord Mansfield, C.J., in delivering judgment, saying: "This is an action upon the agreement between the plaintiffs and the carrier. The plaintiffs were to pay him. Therefore the action is properly brought by the persons who agreed with him and were to pay him." As to this case it may be remarked that the report makes no mention of any contract of sale, and it is therefore quite consistent with the facts, as there stated, that the property in the cloth never passed to the consignee, in which case it is obvious, on the principle already stated, that the plaintiffs were the proper parties to sue for the loss of it. The other case is *Moore and Others* v. *Wilson* (1 T. R. 659), where the declaration stated that the defendant undertook to carry goods "for a certain hire to be paid by the plaintiffs," and it was proved that the consignee had agreed with the plaintiffs to pay the carriage, but it was held, nevertheless, that the consignors were the proper parties to sue for a non-delivery, on the ground, as Buller, J., expressed it, "that, whatever might be the contract between the vendor and vendee, the agreement for the carriage was between the carrier and the vendor, the latter of whom was by law liable." This language, especially when read in connection with the argument of the counsel for the plaintiff, which it seems to adopt, appears to mean that in every case, whether the consignor has or has not parted with the property in the goods, he may sue the carrier for non-delivery—a proposition obviously opposed to the principles since established on this subject. Lord Kenyon, in referring to these cases in *Dawes* v. *Peck*, is careful to avoid this unstable ground. In deciding that the consignor could not sue though he paid for the booking, he observed: "I do not find that anything which I have advanced is broken in upon by the two cases which have been relied upon in the argument; the distinction which is there taken I fully adopt. In the one case the action brought by the consignor against the carrier was sustained, because the consignor was to be answerable for the price of the carriage; he stood, therefore, *in the character of an insurer to the consignee for the safe arrival of the goods;* and the subsequent case of *Moore* v. *Wilson* proceeded on the same ground." Reading in connection the three cases just cited, we cannot but suspect that the rule now adopted really dates from *Dawes* v. *Peck*, or that it was at least not established until that decision. We venture to submit that the true rule is that an agreement by the consignor with the consignee to pay the carriage raises a presumption that the goods are to be at the risk of the consignor—a presumption which may be rebutted by showing that the consignor, in paying the carriage, did so as agent for the consignee. It is only where the payment is accompanied with other circumstances, as where the consignor undertakes to deliver the goods to the consignee at the termination of the transit, that it may be confidently assumed that the consignor is entitled to sue the carrier. We may refer to the case of *Dunlop and Others* v. *Lambert and Others* (6 Cl. & F. 600) as confirming generally this view. The facts were shortly these. The plaintiffs delivered goods to the defendants, who were owners of a steam vessel, to be conveyed to Robson, the consignee, who resided at Newcastle. A bill of lading was signed by the defendants, which stated that the freight had been paid by the plaintiffs, the consignors, but it appeared that Robson had desired them to make the payment and to charge it against him in the invoice, together with the expense of insurance, which was done. The Lord President directed the jury that these facts showed *conclusively* that the goods were carried at the risk of the consignee, and that the plaintiffs could not maintain an action for their loss, and this direction having been upheld by the Court of Session, the plaintiffs appealed to the House of Lords, who held that the direction could not be sustained. Lord Cottenham, C., in delivering judgment

said, "It is no doubt true, as a general rule, that the delivery by the consignor to the carrier is a delivery to the consignee, and that the risk is, after such delivery, the risk of the consignee. . . . But though the authorities all establish the general inference I have stated, yet that general inference is capable of being varied by the circumstances of any special arrangement between the parties, or of any particular mode of dealing between them. In an infinite variety of circumstances the ordinary rule may turn out not to be that which regulates the liabilities of the parties. I will call attention to the summons, which states the special contract between the consignor and the consignee, by which the former undertook to deliver the goods at Newcastle. If the fact thus stated had been clearly made out by the evidence, the consignee would have been proved to have nothing to do with the spirits till they got to Newcastle, and were delivered to him there. If such a contract existed, it ought to have been admitted to proof." After elaborately reviewing the decisions on the subject, his lordship proceeds, "I am of opinion that although, generally speaking, where there is a delivery to a carrier to deliver to a consignee, he is the proper person to bring the action against the carrier should the goods be lost; yet that if the consignor made a special contract with the carrier, and the carrier agreed to take the goods from him and to deliver them to any particular person at any particular place, the special contract supersedes the necessity of showing the ownership in the goods; and that by the authority of the cases of *Davis* v. *James* and *Joseph* v. *Knox* (3 Camp. 320), the consignor, the person making the contract with the carrier, may maintain the action, though the goods may be the goods of the consignee."

There is, however, nothing to prevent a carrier from being liable to two actions on two separate contracts in respect of the same goods. Thus in *Cork Distilleries Company* v. *Great Southern and Western Railway Company* (L. R. 7 H. L. at p. 279), where it was held that the only contract in fact was with the consignees, but the consignors (the plaintiffs) were under a bond for the customs duties on the goods, which duties the consignees ought to have paid, and must have paid if the defendants had delivered the goods at the bonded warehouse to which they were addressed, Lord Cairns said, "I could quite understand the Distilleries Company coming to the railway company, and explaining to them that that was their position, and requiring them to make a contract of that kind specially with them as consignors—a contract which, as it appears to me, might be quite separate from the other contract of conveyance with the consignees. The two contracts might well co-exist together, the one making the railway company liable to the consignors *according to the amount of interest which they had in the question of conveyance*, and the other making the company liable to the consignees for the value of the goods conveyed."

It should also be mentioned in support of the view which we have presented that it is in accordance with the doctrines of the American law, which, indeed, appear to be almost identical with those laid down in our own courts upon the whole subject (see Angell on the Law of Carriers, 4th ed., ss. 499, 500).

The London correspondent of the *Liverpool Post* says that some time ago four ladies who passed the London University examination for women entered themselves in the chambers of well-known barristers for the purpose of studying law. It was said at the time that their labour would be fruitless. It seems, however, that the ladies are likely, as the result of their studies, to obtain profitable employment. One of them whose term of study is closed has been engaged by a firm of solicitors as a "consulting counsel," and is at once to receive a salary larger than the income enjoyed by scores of barristers who have been in practice for years (?)

THE ADULTERATION BILL.

We have before us, "as amended in committee," the Bill which we think would be more easily identified by the title of an "Adulteration Act," but which Mr. Sclater-Booth prefers to style the "Sale of Food and Drugs Act, 1875." Premising generally that we think the Bill as it now stands a fairly good one, we propose to call attention to the chief points in which it appears to us to be susceptible of amendment. And first the preamble, which recites that "it is desirable that the Acts now in force relating to the adulteration of food should be repealed," is misleading, inasmuch as the Bill repeals four enactments only—*i.e.*, the general Adulteration Acts of 1860 and 1872, s. 24 of 31 & 32 Vict. c. 121, and s. 3 of 33 & 34 Vict. c. 26. One would imagine, from the wording of the preamble, that we were about to be presented with an adulteration code, whereas that is not by any means the case. There will still remain in force divers ancient adulteration statutes of a special character. Thus, the adulteration of coffee is dealt with by 5 Geo. 1, c. 11, s. 23, by 11 Geo. 1, c. 30, s. 9, and 43 Geo. 3, c. 129, s. 5; of tea, by 11 Geo. 1, c. 30, s. 5, 4 Geo. 2, c. 14, s. 11, and 17 Geo. 3, c. 29; of hops, by 7 Geo. 2, c. 19; of beer, by 56 Geo. 3, c. 58 (see *Attorney-General* v. *Lockwood*, 9 M. & W. 378), 10 Vict. c. 5, and 25 Vict. c. 22, s. 20; and of bread, by 6 & 7 Will. 4, c. 37. The Tea and Coffee Acts to which we have referred are remarkable for the constant presence of the adverb knowingly; the original Beer Act (56 Geo. 3, c. 58) severely punishes the adulteration of beer with (*inter alia*) vitriol, molasses, *cocculus Indiæ*, "or any article whatever as a substitute for malt or hops," but has been so weakened by the two subsequent Acts as to be practically almost useless; and the Bread Act (6 & 7 Will. 4, c. 37), s. 2, prescribes the particular ingredients of which bread may be made. Except the Bread Act these statutes are primarily revenue Acts, but the common informer may sue under them, and in many cases the mere possession by a tradesman of a forbidden article—*e.g.*, the mere possession of opium by a publican—throws upon him the burden of proving that the article was not intended to be used for the purpose of adulteration. These Acts were all brought to the notice of the select committee, upon whose report the Act was framed; but it was stated that no conviction had been of recent years obtained under them, though up to the imposition of a heavy duty on chicory, "or any other vegetable matter applicable to the uses of chicory or coffee," in 1864, the Inland Revenue had been accustomed to interfere "to prevent the mixture of chicory with coffee," which interference has now entirely ceased (Minutes of Evidence, p. 10). Is it or is it not intended that the old special Acts should continue still in force? If it is not, they should appear by name in a repealing clause; if it is, they should be re-enacted in a modern form; and it is worthy of consideration whether the common informer should not give place to the inspector of nuisances (see clause 12), whose duty it might be made to sue for the penalties.

Passing over the two clauses concerning adulteration "deleterious to health"—an offence which the select committee reported to be of rare occurrence—we at once proceed to those dealing with fraudulent adulterations, relating to offences which 290 convictions in one year (1873) show to be common enough. The fifth clause, which is quite a novelty in adulteration law, runs thus—

"No person shall sell to the prejudice of the purchaser any article of food or any drug which is not of the nature, substance, and quality of the article demanded by such purchaser . . . . except as herein excepted and provided; that is to say, except"—

four exceptions are then specified, being (1) where the purpose of the adulteration (we think it best to use this term, although it nowhere occurs in the body of the Bill) is to make the article "portable or palatable," or to preserve it or improve its appearance; (2) where the adulteration occurs in "compounding" a drug; (3) where it

is in accordance with the specification of a patent; and (4) where it is unavoidable. The exception relating to the "usage of trade" suggested by *Roberts* v. *Egerton* (22 W. R. 797, L. R. 9 Q. B. 494) has very properly disappeared from the Bill. Besides these exceptions the defendant, in case the adulteration is neither injurious to health nor intended fraudulently to increase bulk, weight, or measure, is to escape if, at the time of delivery, he has supplied the purchaser with a label "to the effect that the article is mixed" (clause 7); and he is to be discharged from prosecution if he prove that he sold the article in the same state as when he purchased it, and that he bought it as the same article in nature, substance, and quality as that demanded of him, and with a warranty in writing to that effect. It is to be incumbent upon the defendant to prove any exception contained in the Act upon which he desires to rely.

It will be observed that in clause 5 the word "knowingly" is omitted. The effect of this omission in a clause following close upon two clauses which contain the word (see *Mullins* v. *Collins*, 22 W. R. 297) will be to render it unnecessary to show the *mens rea*. If this is intended it might be as well, having regard to 31 & 32 Vict. c. 121, s. 24 (an enactment which it is intended to repeal by clause 1), to bring out this result in clear terms. Further, we think that the exceptions, which are in reality six, not four, should be all grouped together, and that, as was recommended by the select committee, some provision should be made for ensuring the prosecution of the wholesale dealer, when the retailer has escaped by producing a written warranty from that worthy under clause 24.

Clause 9 perpetuates one of the worst defects of the Act of 1872 in making the appointment of analysts permissive unless the appointment is required by the Local Government Board—a compromise between the permissive and the compulsory which is likely to prove delusive. Statistics show that the appointments by local authorities have been comparatively few—26 only in 171 boroughs, and 34 only in 52 counties. Here again Mr. Sclater-Booth has disregarded the recommendations of the select committee. The scheduled certificate of the analyst, in which that official may "insert at his discretion his opinion" as to whether the adulteration is deleterious to health, seems to require amendment in the direction of precision. The professional standing of the "public analyst" should appear on the face of the certificate, and he should not be invited to indulge in observations at discretion. The provision, however, in clause 9, that the Local Government Board may require satisfactory proof of the competence of analysts, is a useful one. It might well be supplemented by a provision for an appeal, in certain cases, from a local to a Government analyst.

We think that the examination of the defendant and his wife (clause 20) should be provided for by a separate section, which should include beyond doubt the hearing of appeals. And is there any good reason for omitting the twice-passed adulteration enactment (sec 6 & 7 Will. 4, c. 37, s. 12; 23 & 24 Vict. c. 84, s. 1) that an offender's name and abode may be published in the newspapers? Surely this not very Draconian enactment might, at least, be applied to the case of "deleterious" adulteration?

A "Portsmouth and Gosport Law Society" is about to be formed by the solicitors practising in those towns.

The expenditure on the new Law Courts up to the end of the year 1874 was £1,042,905. No less than £933,288 of that sum had been spent in the purchase of the site and in incidental charges; and £85,596 in payments on account of contracts for the foundations and erection of the courts and offices, and architect's commission. The Civil Service Estimat s show that a further vote of £75,000 is now proposed for the erection of the building; the revised estimate for this is stated at £826,000.

Recent Decisions.

COMMON LAW.

SERVICE OF WRIT—FOREIGN CORPORATION.

Armstrong v. *Elbinger Actien-Gesellschaft*, Ex., 23 W. R. 94.

It is impossible to reconcile the decisions on the subject of suing foreign corporations in the English courts. *Ingate* v. *Austrian Lloyds* (6 W. R. 659, 4 C. B. N. S. 704) distinctly laid down that neither section 16 of the Common Law Procedure Act, 1852, which relates to the mode of serving a corporation, nor section 19, which relates to service beyond the jurisdiction, applied to foreign corporations; that, in short, a foreign corporation could not be sued in an English court at all. The reasoning by which this result was reached is quite unintelligible; as was pointed out in *Newby* v. *Van Offen* (L. R. 7 Q. B. 293), it is not denied that a foreign corporation can sue, and it would be strange if it can sue and yet not be sued. To which may be added that the subtle difficulties suggested in *Ingate's case*, as to the impossibility of knowing what the *status* and constitution of a foreign corporation are, are equally applicable to such a body when it occupies the position of a plaintiff. In *Newby's case* the precise question was as to the sufficiency of service under section 16, but the decision that it was sufficient necessarily involved the position that the defendants, though a foreign corporation, could be sued here. If they could not be validly sued, their officer could not be validly served. In *Mackreth* v. *Glasgow and South-Western Railway* (21 W. R. 339, L. R. 8 Ex. 149) all that was decided was that the service on a mere ticket clerk on this side of the border was not sufficient under section 16; and that case was really a very clear one, because the defendants were a Scotch corporation, therefore resident in Scotland, and therefore also not within section 19. To have held the service good the court must have held that the defendants resided in England because they had a ticket clerk here. In the present case, however, the Court of Exchequer has fallen back upon the rule laid down in *Ingate's case*, and has decided contrary to the decision of the Court of Queen's Bench in *Newby's case*. For here service had been duly effected abroad of a writ issued under section 19, if it is possible to sue a foreign corporation here at all; and therefore the decision setting aside the service amounts to a decision that a foreign corporation cannot be so sued. We regret the decision, which, it is to be observed, proceeded entirely upon the authority of *Ingate's case*, and apparently without any citation of *Newby's case*. It ought to be said, however, that *Newby's case* hardly amounts to a positive decision, because the court said that it would not set aside the service of the writ, but would leave the defendants to raise the point on the record. It is, however, at least a decision against setting aside the writ on motion, and the tendency of the judgment is strongly in favour of the service being good.

With reference to the Treasury minute on the costs of criminal prosecutions, the committee of the Central Chamber of Agriculture have reported that they "are fully alive to the difficulties attending the settlement of this question, and they have no desire to see unauthorized or unnecessary expenditure incurred. They must, however, point out that in striking the average cost in the method proposed wrong will be done to localities by taking into account the unjustifiable disallowances of the Treasury examiners; and they cannot but express their regret that the step now proposed does not form part of a general and direct transference to the State of every expense connected with the administration of justice—this being a policy already approved by Parliament."

Notes.

THE UNITED STATES SUPREME COURT, in *Sprott* v. *United States* (reported 11 *Albany Law Journal*, 193), decided that a purchaser of cotton from the Confederate States, who knew that the money he paid for it went to sustain the rebellion, cannot, in the Court of Claims, recover the proceeds, when it has been captured and sold, under the Captured and Abandoned Property Act. The cotton was sold to the claimant, by an agent of the Confederate Government, for the purpose of raising funds to purchase munitions of war, and the cotton was understood by the claimant to be the property of the Confederate Government. The claimant was a resident of Clairborne county, Mississippi, in March, 1865, the date of the purchase, and the cotton was captured in May, 1865, by the Federal forces, and afterwards sold by the Government. Miller, J., who delivered judgment, said: "The claimant now asserts a right to this money on the ground that he was the owner of the cotton when it was captured. This claim of right or ownership he must prove in the Court of Claims. He attempts to do so by showing that he purchased it of the Confederate Government and paid them for it in money. In doing this he gave aid and assistance to the rebellion in the most efficient manner he possibly could. . . . A clearer case of turpitude in the consideration of a contract can hardly be imagined, unless treason be taken out of the catalogue of crimes. The case is not relieved of its harsh features by the finding of the court, that the claimant did not intend to aid the rebellion, but only to make money. It might as well be said that the man who would sell for a sum far beyond its value to a lunatic a weapon with which he knew the latter would kill himself only intended to make money, and did not intend to aid the lunatic in his fatal purpose. This court, in *Hanaver* v. *Doane* (12 Wall. 342), speaking of one who set up the same defence, says: 'He voluntarily aids treason. He cannot be permitted to stand on the nice metaphysical distinction that, although he knows that the purchaser buys the goods for the purpose of aiding the rebellion, he does not sell them for that purpose. The consequences of his acts are too serious to admit of such a plea. He must be taken to intend the consequences of his voluntary acts.' This case and the succeeding one of *Hanaver* v. *Woodruff* (15 Wall. 349) are directly in point in support of our view of the case before us." Field, J., dissented from the view of the majority of the court, and maintained that the claimant had the benefit of the proclamation of pardon and amnesty granted by the president in December, 1868.

THE COUNCIL of the Association for the Reform and Codification of the Law of Nations have issued a circular in which they state that, with reference to private international law, "It was, at the last conference, determined to direct attention primarily to the following subjects:—1. Bills of Exchange; 2. Foreign Judgments; 3. Copyright; 4. Patent Law; 5. Trade-marks. The consideration of the existing state of the law in different countries on these questions, and the best plan for adopting some systematic mode of obviating the conflicts existing with regard thereto, was then entrusted to a special committee nominated for that purpose. This committee has, after mature consideration, felt the necessity of devoting attention to these subjects one by one. In the belief that no question affects so large a section of the commercial community as that of bills of exchange, and that public opinion is already ripe seriously to consider the importance of the assimilation of the laws and practice relating thereto, this committee has determined that its first efforts should be directed to the best mode of bringing about a uniform system of law and custom in regard thereto." The committee have issued a series of questions which they have forwarded to chambers of commerce, bankers, jurists, and others in various countries, seeking their opinion, alike as to the difficulties now found to exist with reference to the subject, and the best method of providing a remedy. If the questions are at all generally answered, the result will be curious and instructive.

IT IS STATED that the title of the defender of the Guicowar of Baroda has occasioned no little perplexity to his admirers in India. The native newspapers have been making many attempts to render the designation "Serjeant" intelligible to their readers; but a Punjab journal of superior acuteness has at length solved the difficulty by suggesting that the proper way of writing the name is "Sir Joint Ballantine."

A NEW ACT to regulate the criminal procedure of the High Courts of India was recently passed by the Legislative Council. This measure, says the *Times'* Calcutta correspondent, is remarkable for the radical changes it introduces, and as being another step towards the assimilation of the law of the presidency towns with that prevailing in the provinces. Hitherto the practice of the High Courts in criminal matters has been very similar to that of the English courts, the only main point of difference being the absence in this country of the grand jury, which was abolished some ten years ago. The new Act, however, introduces several very sweeping changes. The number of the jury is reduced to nine, and the verdict of a majority of six, whether for conviction or acquittal, can now be accepted, provided the presiding judge agrees with the majority. Another feature of the new Act, which will seem a startling innovation to English lawyers, is that it permits the court to examine the accused at any stage of the trial. It is understood that the Calcutta High Court expressed an opinion very strongly adverse to the measure before it passed into law, and that at least one judge went so far as to say that he would never avail himself of the power to accept the verdict of a majority, but would discharge every jury which was not unanimous.

GOOD-WILL.

THERE are few subjects in the law which seem to be less thoroughly understood and which have in consequence given rise to more conflicting decisions than that which stands at the head of this article. In nearly every case which has arisen the opinion of the judge has been exclusively shaped by the peculiar facts before him; instead of deducing the result from a comprehensive survey of the whole field, the judicial mind has restricted itself to the narrow limits set by the facts immediately before it, and a strange confusion of ideas, sometimes in the succeeding decisions of the same judge, has been the natural and necessary consequence.

The best definition of good-will is that of Mr. Justice Story. "Good-will," says he, "may be properly enough described to be the advantage or benefit which is acquired by an establishment, beyond the mere value of the capital, stock, funds, or property employed therein, in consequence of the general public patronage and encouragement which it receives from constant or habitual customers, on account of its local position, or common celebrity, or reputation for skill or affluence, or punctuality, or from other accidental circumstances, or necessities, or even from ancient partialities or prejudices." (Story on Partnership, § 99.) Lord Eldon's oft-repeated definition of good-will (*Cruttwell* v. *Lye*, 17 Ves. 335) is far too narrow: "The good-will . . is nothing more than the probability that the old customers will resort to the old place." In *Churton* v. *Douglas*, Johnson, 174, Sir W. Page Wood, V.C., uses the following language: "It was argued that, in *Shakle* v. *Baker*, 14 Ves. 468; *Cruttwell* v. *Lye*, 17 Ibid. 335, and *Kennedy* v. *Lee*, 3 Mer, 452, Lord Eldon has laid down the principle, that an assignment of the 'good-will' of a trade, *simpliciter*, carries no more with it than the advantage of occupying the premises which were occupied by the former firm, and the chance you thereby have of the customers of the former firm being attracted to those premises. But it would be taking too narrow a view of what is there laid down by Lord Eldon to say that it is confined to that. 'Good-will,' I apprehend, must mean every advantage—every positive advantage, if I may so express it, as contrasted with the negative advantage of the late partner not carrying on the business himself—that has been acquired by the old firm in carrying on its business, whether connected with the premises in which the business was previously carried on, or with the name of the late firm, or with any other matter carrying with it the benefit

of the business. When Lord Eldon is speaking of a nursery garden or a locality which the customers must frequent to look at the flowers and other things, and when Sir Thomas Plumer, in another case, in speaking of a retail shop which a person must enter in order to buy the goods there exposed —they are only, as it appears to me, giving those as illustrations of what good-will is. But it would be absurd to say that, where a large wholesale business is conducted, the public are mindful whether it is carried on at one end of the Strand or the other, or in Fleet-street, or in the Strand or any place adjoining, and that they regard that, and do not regard the identity of the house of business—namely, the firm."

So in *Wedderburn* v. *Wedderburn*, 22 Beav. 84, the Master of the Rolls, Sir John Romilly, says: "There is considerable difficulty in defining accurately what is included under this term 'good-will'; it seems to be that species of connection in trade which induces customers to deal with a particular firm. It varies almost in every case, but it is a matter distinctly appreciable which can be preserved (at least to some extent) if the business be sold as a going concern, but which is wholly lost if the concern is wound up, its liabilities discharged, and its assets got in and distributed."

At one time before clear notions as to the full nature of goodwill had attained the ascendant, this idea that it was purely local seems to have been firmly rooted. Whatever may have been Lord Eldon's opinions, his loose expression in *Cruttwell* v. *Lye* was closely followed both in England and America. In *Chissum* v. *Dewes*, 5 Russ. 29, the unexpired term in a house and the good-will of a business established in it were sold in a creditor's suit, with the consent of a creditor of the lessee with whom the lease had been deposited as a security, and brought a less sum than the amount of the debt: Sir John Leach, M.R., said, "The good-will of the business is nothing more than an advantage attached to the possession of the house, and the mortgagee, being entitled to the possession of the house, is entitled to the whole of that advantage. I cannot separate the good-will from the lease." The whole of the proceeds of the sale were ordered to be paid into court.* So in *Dougherty* v. *Van Nostrand*, 1 Hoff. 68, it was held that the good-will attached to the lease of premises formerly occupied by partners, and that the value of the lease was enhanced by the good-will, which, it seems, Ass't. Hoffman V.C., considered to be inseparably attached thereto. So in *Williams* v. *Wilson*, 4 Sand. Ch. 379, the Vice-Chancellor ordered the receiver to sell the lease of premises occupied by partners between whom difficulties had broken out, together with the good-will, &c. In *Elliot's Appeal*, 10 P. F. Smith, 161, Read, J., says that "the good-will of an inn or tavern is local, and does not exist independently of the house in which it is kept."

Perhaps the earliest example of good-will in the books is to be found in *Gibblett* v. *Read*, 9 Mod. 460 (17 George 2). The question was whether some shares of the profits of a newspaper subsequent to the testator's death were part of the said testator's personal estate. Lord Hardwicke decided in the affirmative. "This has been resembled to the case of a shoemaker, and in that case, suppose the dealing has been extensive and carried on in partnership and with the father's stock, the son, who is executor, would be accountable. Suppose the house was a house of great trade, he must account for the value of what is called the good-will of it." Defendant was accordingly charged with the profits from testator's death. Attention to this decision in later cases would have corrected the erroneous idea that good-will was necessarily and in all cases local, an idea which, as we have seen, prevailed for no inconsiderable time.

This case practically decided that the *name* of a literary production was valuable and constituted part of the goodwill. For, as was said by the Master of the Rolls, in *Bradbury* v. *Dickens*, 27 Beav. 53, "The property in a literary periodical like this is confined purely to the mere title, and the title of this work is *Household Words*, and that forms part of the partnership assets, and must be sold for the benefit of the partners, if it be of any value." This principle of the value of the mere name of a newspaper or periodical has been frequently recognized. See *Hogg* v. *Kirby*, 8 Ves. 215; *Bell* v. *Locke*, 8 Paige Ch. 75; *Holden's Adm.* v. *McMakin*, 1 Pars. Eq. 270.

Thus far we have considered the question of good-will principally as affecting but a single person. But the cases occur most frequently on disputes between partners. It has frequently been held that *the firm name constitutes part of the good-will belonging to the partnership.* In *Churton* v. *Douglas*, Johns. 174, the Vice-Chancellor says: "The name of a firm is a very important part of the good-will of the business carried on by the firm. A person says, I have always bought good articles at such a house of business; I know it by that name, and I send to the house of business identified by that name for that purpose. There are cases every day in this court with regard to the use of the name of a particular firm, connected generally, no doubt, with the question of trade-mark. But the question of trade-mark is in fact the same question. The firm stamps its name upon the articles. It stamps the name of the firm which is carrying on the business on each article as a proof that they emanate from that firm; and it becomes the known firm to which applications are made, just as much as when a man enters a shop in a particular locality. And when you are parting with the good-will of a business, you mean to part with all that good disposition which customers entertain towards the house of business identified by the particular name or firm, and which may induce them to continue giving their custom to it. . . That the name is an important part of the good-will of a business is obvious, when we consider that there are at this moment large banking firms, and brewing firms, and others, in this metropolis which do not contain a single member of the individual name exposed in the firm." Accordingly, where the defendant, John Douglas, formerly a member of the firm of John Douglas & Co., had sold all his share in the "good-will" of the partnership to plaintiffs, who were his former partners, he was restrained from using the firm name of John Douglas & Co., although his own name was John Douglas and he was associated with others in partnership, and the Vice-Chancellor went on to say that if the old firm name had been merely "John Douglas," and there had been a sale by an individual of that name of all his share in the good-will of the firm, and "that he had secured the three managing men in the former business, and was going, as here, to set up the old firm of 'John Douglas' with these three men, I should hold then, as I hold now, that he was not at liberty to trade under such misrepresentation."

The same principle was held in *Rodgers* v. *Nowill*, 3 De G. M. & G. 614, 6 Hare, 325. Joseph Rodgers & Co. obtained an injunction against John and William Nowill and William Rogers from stamping the name or mark "J. Rodgers & Sons," with a crown and the royal initials, upon articles of cutlery. Soon after this W. Rodgers entered into partnership with his father, John R., and with a brother, and the three then began again to use the forbidden trade-mark, "J. Rodgers & Sons," together with the crown and the royal initials, and an unimportant addition thereto. Upon the plaintiffs moving to commit W. Rodgers, they were held entitled to the order, although the designation of "J. Rodgers & Sons" accurately described defendants' firm.

The case of a firm name assimilates this branch of goodwill so nearly to trade-marks that it can hardly be doubted that the same principles are applicable alike to both. While, therefore, the limits of an article must preclude us from venturing upon the broad subject of trademarks, it may not be out of place to inquire what are the general principles governing this species of property.

It was formerly thought that the sole preventive jurisdiction of a court of equity in regard to the improper use of a trade-mark or a firm name, or any symbol which indicated that the goods to which it was affixed were the work of a particular firm, was founded on fraud and deceit. But it was decided in an early case (*Millington* v. *Foy*, 3 Myl. & Cr. 338) that a perpetual injunction would be granted against the use by one tradesman of the trade-marks of another, although those marks had been so used *bonâ fide*, in ignorance of their being any person's property, and under the belief that they were merely technical terms. Lord Cottenham, C., said that he had "come to the conclusion that there was sufficient in the case to show that

* Doubtless all that the Master of Rolls meant to decide in the foregoing case was that the mortgagee had a lien upon the good-will as well as upon the lease, or, in other words, that the lessee had made an equitable mortgage of both. Too general language is always liable to be misunderstood, and it will be seen that in New York the language of this decision was literally followed.

the plaintiffs *had a title* to the marks in question, and they undoubtedly had a right to the assistance of a court of equity to enforce that title. At the same time, the case is very different from the cases of this kind which usually occur where there has been a fraudulent use by one person of the trade-mark or names used by another trader." Perpetual injunction was granted. This case was decided in 1838, and was followed in 1864 by *Hall* v. *Barrows*, 12 W. R. 322. This is the most masterly exposition of the whole subject to be met with in the reports, and the reader will therefore pardon a very full citation from the opinion of Lord Westbury, who was then Chancellor.

"But it must be borne in mind that a name, although originally the name of the first maker, may in time become a mere trade-mark or sign of quality and cease to denote, or to be current as indicating, that any particular person is the maker. In many cases a name once affixed to a manufactured article continues to be used for generations after the death of the individual who first affixed it. In such cases the name is either accepted in the market as a brand of quality, or it becomes the denomination of the commodity itself, and is no longer a representation that the article is the manufacture of any particular person. The case of *Millington* v. *Foy*, 3 Myl. & Cr. 338, . . . is very important as establishing the principle that *the jurisdiction of this court in the protection of trade-marks rests on property, and that fraud in the defendant is not necessary for the exercise of that jurisdiction.*"

"This distinction between a name and a trade-mark must be observed. It may be true that if a name impressed upon a vendible commodity passes current in the market, not as an *indicium* of quality, but simply as a statement or assurance that the commodity has been manufactured by a particular person, the court would not sell and transfer to another person the right to use the name simply and without addition; but if the court sold the business or manufacture carried on by the owner of the name, it would give to the purchaser the right to represent himself as the successor in business of the first maker, and in that character to use the name."

"The remaining question relates to the good-will of the business. I agree that the good-will ought to be included in any sale or valuation as a distinct subject of value, but I think it necessary that the direction to value the good-will should be accompanied by a declaration defining what is meant by the 'good-will, . . . that is to say, a declaration that the good-will is to be valued upon the principle that the surviving partner, if he be not the purchaser, shall not be restrained from getting up the same description of business. No such restriction could be placed on the surviving partner if the sale were made to a stranger, but, even without any such restriction, there may be a subject of value denoted by the term 'good-will,' that ought to be taken into account in making the valuation.

". . Inasmuch as the defendant, the surviving partner, has by his counsel submitted and agreed to accept and take all the stock belonging to the partnership, according to the construction which the court shall put upon the word 'stock,' . . I declare that the words 'stock belonging to the partnership,' include and denote the partnership business, . . . also that the exclusive right to use the trade-mark of the partnership is part of the property of the partnership and ought to be included in the valuation; and that the good-will of the business of the partnership ought also to be valued, and that the same is to be valued on the footing of the surviving partner being at liberty to set up and carry on the same business as the partnership."

This same view had been already entertained by Lord Chancellor Cranworth (1856), in the case of *Farina* v. *Silverlock*, 6 De G. M. & G. 214, and to the same effect see 2 Dan. Ch. Pr. 1648, and *Partridge* v. *Menck et al.*, 2 Barb. Ch. 101, where Chancellor Walworth says, ". . The court proceeds upon the ground that the complainant has a valuable interest in the good-will of his trade or business; and that having appropriated to himself a particular label or sign, or trade-mark indicating to those who wish to give him their patronage that the article is manufactured or sold by him, or by his authority, or that he carries on his business at a particular place, he is entitled to protection against any other person who attempts to pirate upon the good-will of the complainant's friends or customers, or of the patrons of his trade or business, by sailing under his flag without his authority and consent."

The term "good-will" has been sometimes applied to another case, "where a retiring partner contracts not to carry on the same trade or business at all, or not within a given distance. This is an interest which may be valued between the parties and may therefore be assigned with the premises and the rest of the effects to the remaining partner as an accompaniment of the ordinary good-will of the establishment. Good-will in the former sense is therefore an advantage arising from the mere fact of sole ownership of the premises, stock, or establishment, without reference to other persons, as rivals; and in the latter sense, as an advantage arising from the fact of excluding the retiring partner from the same trade or business, as a rival": Story on Partnership, § 99. So in *Kennedy* v. *Lee*, 3 Mer. 440, Lord Eldon says, "There is another way in which the good-will of trade may be rendered still more valuable; as by certain stipulations entered into between the parties at the time of the one relinquishing his share in the business, as by inserting a condition that the withdrawing partner shall not carry on the same trade any longer, or that he shall not carry it on within a certain distance of the place where the partnership trade was carried on, and where the continuing partner is to carry it on upon his own sole and separate account." It is unfortunate that the loose illustration made by so great a man as Lord Eldon, understood with literal accuracy by Judge Story, should have been preserved to confuse the student in a subject already not free from difficulty. Good-will, as we have tried to show, is a species of incorporeal personalty, and, as we shall show shortly, subject with but few exceptions to the general laws which regulate that kind of property. But what Lord Eldon speaks of is nothing more than the advantage derived and derivable from a contract, which may or may not last beyond the life of the person contracting according to the terms of the stipulation. To call this advantage good-will is to confuse by the use of popular language the exact and scientific definition of a species of property, the nature of which is only beginning to be understood, and of which, therefore, it is extremely important to keep the outlines clearly in view. We shall presently see what a variety of decisions has been occasioned by the apparent ignorance of the judge of what good-will was exactly, as we have already seen the change which has ensued regarding the principle of equitable relief from that of fraud upon the public to that of property in the owner of a trade-mark or good-will.

It has been said that "good-will" has no application to the learned professions. Thus in *Austen* v. *Boys*, 2 De G. & J. 626, (1858), Lord Chelmsford says: ". . . It is very difficult to give any intelligible meaning to the term 'good-will,' as applied to the professional practice of a solicitor. . . . Where a trade is established in a particular place, the good-will of that trade means nothing more than the sum of money which any person would be willing to give for the chance of being able to keep the trade connected with the place where it has been carried on. . . . The term 'good-will' seems wholly inapplicable to the business of a solicitor, which had no local existence, but is entirely personal, depending upon the trust and confidence which persons may repose in his integrity and ability to conduct their legal affairs; . . . to sell the good-will without anything more, and without arranging any price, would be an agreement incapable of being enforced by specific performance." There is certainly no good reason why good-will should not exist in a firm of solicitors, and it has been well said (3d ed. of Bythewood's Precedents, vol. ix., note to form 102). "In this view of the case, it will be apparent that the distinction which has been taken between a sale of a trade and of a profession is unsound. A customer who resorts to a particular trader, because he believes him to be a fair dealer, has as much ground of complaint if the person is secretly changed as the customer of a professional man, relying on his skill, would have under similar circumstances." In England the sale of the practice of a country physician and of the business connection of a firm of solicitors, with a covenant to withdraw entirely or partially from practice, is of frequent recurrence, and in this country, where partnerships are so common among lawyers, large sums have been offered to an old and well-known firm for the admission of an additional partner. Thus a firm may be gradually changed so that in a few years there shall not be a single one of the old members remaining. Now all that portion of the proceeds of the business above that which the new partners would have received if they had originally associated themselves

together under their own name and carried their business on in a different place, must be attributed to the good-will of the old partnership, although it must be allowed that this species of property is much less likely to exist among professional than among business men.

In *Farr* v. *Pearce*, 3 Mad. 74, Leach, V.C., held that, where F. had paid a premium and entered into partnership with P., a surgeon, and F. died and P. sold the good-will of the trade, the representative of F. was not entitled to a share of the money for which such good-will was sold. This was decided on the ground that the articles of agreement defined the interest which the representatives of the deceased partner were to take, and that as the good-will was not mentioned it must be held to have been the intention of the parties that it should vest in the survivor. But he went on to say, that "if the general question had arisen here, I think it would have been difficult to maintain that where a partnership is formed between professional persons, as surgeons, and one dies, the other is obliged to give up his business and sell the connection for the joint benefit of himself and the estate of his deceased partner. When such partnerships determine, unless there be stipulations to the contrary, each must be at liberty to continue his own exertions, and where the determination is by the death of one, the right of the survivor cannot be affected. Such partnerships are very different from commercial partnerships, &c."

This attempted distinction between commercial and professional partnerships is as we have seen untenable; nor does the reasoning adopted by the Vice-Chancellor sustain the conclusion at which he arrives. Let it be once granted that good-will can exist in a profession (and such a fact is conceivable, though the value of the good-will be immeasurably smaller in such a case than in a trade), and the conclusion at once is that on a dissolution of the partnership all the partners are entitled to share the proceeds of what is one of the assets of the firm. It is no answer to this to say because neither partner can be prevented from continuing the business on his own account, and because the value of the connection or good-will may be utterly destroyed, the principle ceases to exist. What is true of a profession is on principle true of a business; no sound distinction can be perceived between them.

We have seen that in England the name of a firm is held to be a part of the good-will and an asset of the partnership. In *Howe* v. *Searing*, 19 How. Pr. R. 14, a different view was taken by Ass't. Hoffman, V.C. and it was held that a sale of the good-will of a business not only did not confer on the vendee a right to use the name of the vendor, but that the vendor in the absence of a covenant not to trade might set up a business precisely similar to the one sold, and might continue to use the name by which the old business had become known and valuable. This decision was concurred in by Judge Robinson, but Judge Moncrief dissented from it. It is unnecessary to criticise a decision which runs counter to all the cases. Suffice it to say that it rests on a ground which in England has been considered perfectly untenable, viz., that a business carried on under the name of an individual or individuals who have ceased all connection with the firm (either by death or otherwise) is an imposition upon the public, and will not be protected in equity. The view held on this subject in England is clearly set forth in the citations from *Hall* v. *Barrows* and *Churton* v. *Douglass*, *supra*. The point does not seem to have been raised in this country except in the case of *Howe* v. *Searing*, just quoted, but it can hardly be doubted that when the case arises again it will be decided in conformity with the English authorities. That the name of a firm is part of the good-will has been recognized also in *Lewis* v. *Langdon*, 7 Sim. 421, and *Banks* v. *Gibson*, 11 Jur. 680, where Sir John Romilly, M.R., says: "The name or style of the firm, Banks & Co., was an asset of the partnership, and if the whole concern and the whole good-will had been sold, this was a trade-mark or asset which might have been sold with it." So in *Johnson* v. *Helleley*, 34 Beav. 63, the right to the purchaser "to hold himself out as the successor of the firm of Samuel Johnson & Sons" was sold with the business of the firm.

On the general proposition that the good-will of a firm is one of the partnership assets and valuable, see *Macdonald* v. *Richardson* and *Richardson* v. *Marten*, 1 Giff. 81; *Banks* v. *Gibson*, 11 Jur. 680; *Johnson* v. *Helleley*, 34 Beav. 63; *Williams* v. *Wilson*, 4 Sand. Ch. 379; *Mellersh* v. *Keen*, 28 Beav. 453; *Bradbury* v. *Dickens*, 27 Beav. 53; *Austin* v. *Boys*, 2 De Gex & Jones, 626; *Turner* v. *Major*, 3 Giff. 442; *Wedderburn* v. *Wedderburn*, 22 Beav. 84; *Willett* v. *Blanford*, 1 Hare, 271; *Holden* v. *McMakin*, 1 Pars. Eq. Cas. 270; *McFarlan* v. *Stewart*, 2 Watts, 111; *Musselman's Appeal*, 6 P. F. Smith, 81; *Dougherty* v. *Van Nostrand*, 1 Hoff. 68; *Case* v. *Abeel*, 1 Paige, 401; *Marten* v. *Van Schaick*, 4 Paige, 479.—*American Law Register.*

PROFESSIONAL ATTIRE.

When the business of the Leeds Bankruptcy Court commenced on Friday week two solicitors, one of whom wore an ordinary overcoat and the other a tweed suit, were asked by the judge (Mr. W. T. S. Daniel, Q.C.) whether they were solicitors. "In the courts where I have hitherto sat," observed his honour, "there has been a distinction in dress—optional, of course—between professional gentlemen and the public; otherwise a judge, until he knew all the faces, could not distinguish solicitors from other frequenters of the court. I do not know whether this matter has been considered in Leeds, as adding to the usefulness of the court." Mr. Bond said: So far as we are concerned, it has not hitherto been the custom in Leeds, nor at the Hull and Scarborough courts; but if your honour were to intimate any wish that it should be so, I have no doubt we should gladly see to it. His honour—I have no wish beyond this—to make the court respected in the eyes of the public, and in the estimation of suitors; and I do think that it is useful that a distinctive dress should be worn in court by professional men, who have the exclusive right to appear here. Mr. Bond—In appearing before your honour at the Bradford court I have always conformed to the local custom by wearing the legal gown. The subject was mentioned last week before Mr. Serjeant Tindal Atkinson, who said he should prefer to see the professional dress worn, but would not absolutely order it. His honour—I quite concur in that, and desire in all matters, essential and non-essential, to agree with my learned colleague. I am inclined to think that this question of professional dress lies about midway between the essential and non-essential, leaning, if anything, rather towards the essential. Mr. Bond—That is our view. His honour—It enables me to know that a gentleman addressing me is not an estate agent, or debt collector, or auctioneer's clerk, but a person who has a professional right to address the court.

Societies.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held on Wednesday last, the subject for the evening's debate being:—"That the present power of imprisonment for contempt of court enjoyed by her Majesty's judges should be restricted." The motion was carried by a majority of two.

LAW ASSOCIATION.

At the usual monthly meeting of the directors held at the hall of the Incorporated Law Society on Thursday, the 1st instant, the following being present, namely, Messrs. Kelly (chairman), A. B. Carpenter, Drew, W. S. Masterman, Sidney Smith, Styan, E. Tylee, and Boodle (secretary), a grant of £10 was made to the aged son of a member long since deceased, and it was determined that his case should be further considered at the meeting in June; the consideration of several cases was postponed; one new member was elected, and other ordinary business was transacted. The annual general court will be held on Wednesday, the 5th of May, when Lord Hatherley, the president, has kindly consented to take the chair at three o'clock.

The following notification was issued at the Admiralty on Thursday evening:—"It is not intended to fill up the place of Solicitor to the Admiralty at present."

Obituary.

MR. ALFRED RHODES BRISTOW.

Mr. Alfred Rhodes Bristow, F.R.S., barrister, Solicitor to the Admiralty, died suddenly on Monday last at the age of sixty-five. Mr. Bristow was the son of the late Mr. Isaac Bristow, solicitor, of Greenwich. He was born in 1820, was educated at King's College, London, and was admitted a solicitor in 1840. He commenced to practise at Greenwich in partnership with the late Mr. Robert Suter, and subsequently he joined Mr. William Barnes Tarrant, having also an office at 2, Bond-court, Walbrook. At a later date he was associated with Mr. William Bristow. The deceased was for several years a member of the Metropolitan Board of Works, and in 1859 he entered the House of Commons as M.P. for Kidderminster in the Liberal interest, defeating the present Mr. Justice Huddleston by a very small majority. He did not, however, remain long in Parliament, as in 1862 he resigned his seat and was appointed Solicitor to the Admiralty, which office he held until his death. Mr. Bristow was called to the bar at Gray's-inn in Michaelmas Term, 1868. He was a Deputy-Lieutenant of Kent, and was married to a daughter of the late Mr. John Oswald, of Croydon.

Appointments, Etc.

Mr. THOMAS COX, solicitor, of Evesham, has been appointed Town Clerk of Evesham, in the place of his partner, Mr. Albert William Bynch, who is about to leave the town. Mr. Cox was admitted a solicitor in 1867, and is clerk (jointly with Mr. Bynch) to the county and borough magistrates at Evesham.

Sir WILLIAM HENRY DOYLE, Knight, Chief Justice of the Bahamas, has been appointed Chief Justice of the Supreme Court of the Leeward Islands. Sir W. Doyle was called to the bar at the Middle Temple in Easter Term, 1846, and has ever since been resident at Nassau. In 1847 he became Registrar of the Bankruptcy Court, Judge Advocate of Militia, and secretary to the Board of Education for the Bahamas. In 1850 he was acting Advocate-General, and in 1853 acting Colonial Secretary. He was appointed Assistant Justice for the colony in 1858, and acting Chief Justice in 1864. In the following year he became President of the Legislative Council, and was shortly afterwards confirmed in the appointment of Chief Justice. He was a member of the House of Assembly from 1848 till 1858, and of the Legislative Council, from 1853 till his appointment as Chief Justice. He received the honour of knighthood in 1873. The *Gazette* of the 2nd inst. directs that the notification of Sir W. Doyle's appointment as above is to be substituted for that contained in the *Gazette* of December 4, 1874, announcing the appointment of Mr. William Ernst Browning to be Chief Justice of the Leeward Islands.

Mr. WILLIAM FARNFIELD, solicitor, of 18, Queen Victoria-street, and Woolwich, has been elected Clerk to the Plumstead District Board of Works.

Mr. ALBERT SPEED GODFREY, solicitor, of Gresham-buildings, Guildhall, has been appointed a London Commissioner to Administer Oaths in Common Law in the Court of Exchequer.

Mr. STEPHEN HUGGARD, solicitor and notary, of the firm of Huggard & Denny, of 12, Gardiner's-place, Dublin, and of Tralee, has been appointed Sessional Crown Solicitor for the County of Kerry, in the place of the late Mr. James Edward Connor. Mr. Huggard was admitted a solicitor in Ireland in 1849.

Mr. H. VERNON HULBERT, solicitor, of the firm of Hulbert & Son, Devizes, Wilts, has been appointed a Commissioner to Administer Oaths in Chancery.

Mr. ARTHUR HASTINGS LASCELLES, solicitor, of Narberth and Tenby, has been elected Clerk to the Loveston United District School Board. Mr. Lascelles was admitted a solicitor in 1863, and is clerk to the county magistrates at Narberth.

Mr. WILLIAM GEORGE WHITTALL LOVELL, solicitor, of Deddington and King's Sutton, has been appointed a Commissioner to Administer Oaths in Chancery in England.

Mr. H. FOULKS LYNCH, solicitor, of 30, Great James-street, Bedford-row, has been appointed a London Commissioner to Administer Oaths in the Court of Exchequer.

Mr. CHARLES BERKELEY MARGETTS, solicitor (of the firm of Margetts & Son), of Huntingdon, has been appointed a Notary Public to practise generally as such in the county of Huntingdon, and wherever occasion may require in his office of Registrar of the Archdeaconry of Huntingdon.

Mr. MORRIS OWEN, solicitor, of Carnarvon, has been appointed a Commissioner for taking Affidavits in the Court of Queen's Bench.

Mr. EDMUND SUMNER, solicitor, of Godliman-street, Doctors'-commons, has been appointed a London Commissioner to Administer Oaths in the High Court of Chancery.

The appointment of clerk to the county magistrates at Leicester has become vacant by the death (at the age of forty) of Mr. Thomas Berridge (of the firm of Berridge & Morris), who was admitted a solicitor in 1860.

Courts.

THE RAILWAY COMMISSION.*

Feb. 23, 24; Mar. 10.—*Thompson and Others* v. *The London and North-Western Railway Company.*

Competition—Goods traffic—Undue preference—Railway and Canal Traffic Act, 1854, s. 2—Costs.

The N. W. Railway Company carried goods by their railway for the complainants, who were brewers at B., to and from their station at that place; they charged the complainants and the public generally 1s. per ton for the cartage of goods to and from such station, and 9d. per ton for terminal services there.

T. & Co. and C. & Co., who were also brewers at B., had breweries connected with the M. Railway Company's station at that place, by continuous railway communication; the goods which they sent or received by the M. line were loaded and unloaded on their premises by their workmen, and they were consequently charged by the M. Railway Company no rate for cartage or terminal services.

The N. W. Railway Company, in order to compete with the M. Railway Company for the carriage of the goods of T. & Co. and C. & Co., exempted them from the above-mentioned rates of 1s. and 9d. respectively, carting and loading their goods gratuitously. There being nothing to show that there was a saving of cost to the company by reason of the quantity of goods carried for T. & Co. or C. & Co., to compensate for the loss of 1s. 9d. per ton, and T. & Co. and C. & Co. being the only firms to whom the reduced rates were applicable,

Held, that a competition limited in its operation to them was not a sufficient ground for the arrangements made in their favour, and that an injunction must issue against the N. W. Railway Company, under the 2nd section of the Railway and Canal Traffic Act, 1854.

The railway company having acted *bona fide* in the matter, and with no intention of prejudicing the complainants as rivals in trade with others, the injunction was granted without costs.

This was an application to the Railway Commissioners under the 2nd and 3rd sections of the Railway and Canal Traffic Act, 1854, and the 6th section of the Regulation of Railways Act, 1873, for an injunction against an undue preference. The facts of the case, which were not disputed, were as follows:—

The complainants are brewers at Burton-upon-Trent, and Messrs. Truman, Hanbury, Buxton, & Co., and Thomas Cooper & Co., are also brewers at the same place.

Burton-upon-Trent is on the main line of the Midland Railway Company, and branches had been made by which there was continuous railway communication between that company's station at Burton, and several breweries in the town, Truman & Co.'s and Cooper & Co.'s included, by which great facilities were given for the transit of goods. No cartage was required; the loading and unloading of wag-

* Reported by RALPH NEVILLE, Esq., Barrister-at-Law.

gons was done on the brewers' premises, and by their workmen, and the Midland rates for carriage were station to station rates only, in lieu of carted rates, and were also less the clearing-house terminal of 9d. per ton, deducted in consideration of the usual terminal services being saved to the company. The North-Western Railway Company had also a station at Burton, and had access to it by using the Midland Railway. They had, too, under the Burton Acts, a right, of which they did not avail themselves, upon certain terms of payment, to run over the Midland branches and sidings, and to collect and deliver traffic at the breweries in the same way as the Midland did. The North-Western charged 1s. a ton for cartage in Burton and 9d. a ton for terminal services at their station; but they made an exception in favour of Messrs. Truman and Messrs. Cooper, and both carted and loaded for them gratuitously. The reasons they gave in their answer were that the Midland Company carried for Trumans and Coopers at mileage rates only, and that they must do the same in their own interests as carriers, and for the sake of maintaining a competition.

Wills, Q.C., and *F. M. White*, for the complainants, cited *Harris* v. *Cockermouth and Workington Railway Company*, 19 W. R. 209, N. and Mac. 97, 3 C. B. N. S. 693; and *Ransome's case* (No. 1), N. and Mac. 63, 1 C. B. N. S. 437.

Pope, Q.C., and *Webster*, for the defendant company, cited *Garton* v. *Bristol and Exeter Railway Company*, N. and Mac. 218, 6 C. B. N. S. 639.

The COURT took time to consider, and on the 10th of March delivered their judgment, which, after stating the facts as given above, continued as follows:—

Nothing was said at the hearing as to the quantity of traffic which is carried by the North-Western for Trumans and Coopers, and the probability is that there is no saving of cost to the company, by reason of quantity, to compensate for the loss of 1s. 9d. per ton. Probably the traffic of the two firms is carried at a less profit than the complainants'; and if this is so, if the lower rate is not given in consideration of any direct advantage to the pecuniary interests of the company derived from the traffic, the first reason assigned is no answer to the complaint, and we have only to consider whether the reduction can be maintained in law in respect of its being given with a view to competition. This involves a consideration of general principle, as well as of special facts, and it appears that the principle which should govern a case like this has nowhere as yet been explicitly stated, and that the rule or doctrine on the subject is not laid down in any of the decided cases under the Traffic Act. Now, it is clear that the rates being unequal must cause a prejudice to the complainants, because all Trumans' traffic and all Coopers' traffic carried by the North-Western have the benefit of the reduced rate; and although the whole of such traffic going to Burton might be delivered to the Midland to forward under the parol agreement between the two companies, yet as the North-Western is preferred in many cases, either to comply with the orders of brewers' customers or to insure a speedier delivery of the ale, and is often of course the only route for traffic coming to Burton, it makes a wide difference to the complainants whether Truman & Co. and Cooper & Co. have this advantage over them in railway charges in all the business they do, or only in a part of it. It is, however, said in answer to their complaint that the Traffic Act prohibits only undue advantages, and that an advantage given by a railway company to obtain traffic for which it competes with another railway company is not undue. Such a proposition cannot, in our opinion, be laid down unreservedly. It may be true in certain circumstances; it would not be so in others, and what degree of favour can lawfully be shown to some persons to the prejudice of others under the pressure of competition can only be decided in any case that arises by a reference to its special circumstances. In the case before us some of the traffic would, independently of the bounty, be sent to the North-Western; the rest would naturally fall to the Midland, for the simple reason that the breweries and the station are contiguous, and joined by lines of rails. The local relation of the Midland to the traffic is such that it must have the preference, and if another company under such circumstances aims at diverting that traffic into its own channels, we think, looking at the matter in its bearing on the rights under the statute of third parties, that their interests ought not to be sacrificed or placed at a disadvantage in the pursuit, however otherwise legitimate, of that object. Another feature of this case which should be noticed is, that though the London and North-Western Company would no doubt make the same concessions to all in the position of Messrs. Truman and Messrs. Cooper, there are, as a matter of fact, scarcely any other persons similarly circumstanced. Truman & Co. and Cooper & Co. are the only firms, as far as we know, to whom the reduced rates are applicable, and we do not think that a competition limited to them in its operation is a sufficient ground for the arrangements made in their favour. We think, therefore, that an injunction ought to issue to prevent it; but as the railway company have acted *bonâ fide* in the matter, and with no intention of prejudicing the complainants as rivals in trade with others, we shall grant the injunction without costs.

Parliament and Legislation.

HOUSE OF LORDS.

April 8.—PATENTS.

The report of amendments in the Patents Bill was received, after some formal amendments had been proposed by the Lord Chancellor.

HOUSE OF COMMONS.

April 6.—COSTS OF CRIMINAL PROSECUTIONS.

Mr. GORST gave notice that, on going into committee of supply on the Civil Service Estimates, he should call attention to the Treasury minute respecting the costs of criminal prosecutions in England, and should move that, in the opinion of the House, the whole costs of these prosecutions should be borne by the Treasury without those deductions which, within the last few years, had been improperly made therefrom.

COUNTY COURTS.

In reply to Sir Eardley Wilmot, Mr. CROSS said it was the intention of the Lord Chancellor to introduce into the House of Lords very shortly a Bill which was substantially the same as that of last session with respect to county courts.

EXPLOSIVE SUBSTANCES.

The House having resolved itself into committee on this Bill, the first three clauses were agreed to.

On clause 4, Mr. CROSS said that before Easter he promised to place some amendments on the paper, and had done so that night. He hoped they would give satisfaction to the trade. He would now move to report progress, and he would give notice that he intended to proceed with the committee on Monday next.

The motion to report progress was agreed to, and the House resumed.

April 7.—BANK HOLIDAYS ACT EXTENSION.

This Bill passed through committee.

RETURNING OFFICERS' CHARGES.

On the order for going into committee on this Bill, Mr. FAWCETT moved, as an amendment, "That no measure dealing with the expenses of returning officers is likely to reduce those expenses which does not interest the constituencies in economy by relieving candidates of the charge." If the tendency of the Bill would be to promote economy and diminish expense he would not oppose it, but it appeared it would have a directly contrary effect. To show this he would take four examples, constituencies of different sizes, in different parts of the country. The deposit required was to be proportionate to the number of electors. In Sheffield a deposit would be required of £1,200, and at the last election the returning officer's expenses were £600. At Huddersfield the Bill would require a deposit of £600; and at the last election the expenses amounted to £240. In Leicester the candidates would have to deposit £750, and the Bill, instead of diminishing the expenses, would increase them by 150 per cent. The certain way to economy was not by framing schedules, but by interesting constituencies themselves in

that economy. At Southampton the expense of the last School Board election was £140, while the parliamentary election cost £550; at Bodmin the School Board election cost £29 and the parliamentary election £130; at Bristol the School Board expenses were £393, while the last parliamentary election cost £840, and the next election would cost £900 if this Bill should pass. With respect to the burden which his proposal would impose upon the ratepayers, he had taken the cases of the constituencies in which the charges of the returning officers were heaviest, and he found that, even if those charges remained —as they would not—as heavy as they now were, the burden would amount in the case of the occupier of a £10 house to the price of a single glass of beer once in three years.—Mr. J. R. YORKE opposed the amendment.—The SOLICITOR-GENERAL contended that the ratepayers in the various localities had already sufficiently heavy burdens to bear in the shape of taxation. A course such as was proposed by the hon. member for Hackney could only be justified by imperative necessity, and the hon. member had failed to prove the existence of any such reason. Among the many arguments which could be urged against the proposal to which the assent of the House was asked was the one that not unfrequently large sections of the ratepayers in particular localities would have no candidate to represent their views, and would therefore possess no interest in the elections of which they were called upon to share the cost. If any change was necessary to be made in the quarter upon which the cost was to be thrown, he certainly thought it would be better to put it upon the Consolidated Fund than upon the ratepayers.—Sir H. JAMES contended that if the amendment were accepted the expense of parliamentary elections would be increased instead of diminished, as there would be nothing to prevent constituencies from being plunged into unnecessary contests. He asserted with confidence that the expenses of elections under the Bill would be greatly reduced from their present average.—Mr. C. E. LEWIS supported the amendment. He objected to the Bill because he believed its effect would be to reimpose the property qualification on candidates.—Sir W. HARCOURT feared that at present the principle of the amendment would be distasteful to the constituencies.—On a division the amendment was rejected by 150 to 46.

The House then went into committee on the Bill.

The first four clauses were agreed to without discussion.

On clause 5, the LORD ADVOCATE suggested that on account of the special circumstances connected with that part of the United Kingdom, all reference to Scotland should be omitted from the present Bill.—Sir H. JAMES acceded to this recommendation, and the clause was struck out.

On clause 7, Mr. ANDERSON moved that, instead of the words "fittings and compartments," the words "stamping instruments, polling stations, portable secret compartments, and other fittings and apparatus" should be inserted, his object being to require that the articles in question should be kept for permanent use instead of being got specially for every election.—Sir H. JAMES maintained that the words of the clause were sufficient for the purpose.—The amendment was negatived.—On the motion of Mr. ANDERSON, School Board elections were included among those mentioned in the clause.—Mr. ANDERSON further moved to add the words, "It shall be the duty of the various local authorities to provide at their expense and to maintain all such of the above-named appliances as can be made of a sufficiently permanent character to be available for the various elections wholly or partly within their jurisdiction."—Sir H. JAMES submitted that this amendment practically raised again the question on which they had already divided.—On a division the amendment was rejected by 126 to 72.—The clause was ordered to stand part of the Bill, and the remaining clauses were agreed to.

On the motion of the LORD ADVOCATE a new clause excluding Scotland from the operation of the Bill was agreed to.

On schedule 1, Captain NOLAN moved to amend the schedule by inserting the words—"In Ireland the returning officer shall use a court-house, where one is available, as the polling station, and his maximum charge for using and fitting the same shall in no case exceed £3 3s." Under the Ballot Act the sheriff would have the power of charging £7 7s. for the use of the court-house.—The amendment was agreed to.—Mr. DODDS moved the omission of lines 31 and 32, page 6, which would enable a charge of 1s. a mile for the travelling expenses of the clerks of the returning officer to be made, but the amendment was withdrawn.—Captain NOLAN proposed in line 33 to insert "In Ireland no journey shall be charged for except that of the presiding officer from the polling station to the place where the ballot-papers are counted when in charge of the ballot-boxes in which the ballot-papers have been deposited, the charge to be 1s. per mile, including the return journey; clerks are not to be allowed travelling expenses in Ireland." He was of opinion that the travelling expenses from the home of the returning officer to the central polling station should be covered, and no others. The travelling expenses of clerks should not be charged for, because good clerks could be got on the spot without bringing them from a distance.—Mr. GREGORY opposed the amendment, and on a division it was rejected by 122 to 64, and the clause was agreed to.

On the third schedule, Mr. CHILDERS called attention to the fact that it would enable the returning officer to require the deposit of higher amounts than were actually expended at the last contested elections in several constituencies —Mr. C. E. LEWIS moved to omit the schedule altogether. —The motion was opposed by Sir H. JAMES and Mr. GOLDNEY.—Mr. FAWCETT thought the schedule should be omitted, with the view of bringing up an amended schedule on the report.—Sir H. JAMES said that on the report he would consent to a reduction of the figures contained in the schedule, as suggested by hon. members.—The schedule was then agreed to, and the Bill passed through committee.

April 7.—WOMEN'S DISABILITIES REMOVAL BILL.

Mr. FORSYTH moved the second reading of this Bill. He explained that its object was to enable women who were not under coverture, if they were rated householders in boroughs or possessed of sufficient property qualification in counties, to vote at the election of members of Parliament.—After a debate the Bill was thrown out, on a division, by 187 to 152.

April 8.—INTERFERENCE BY JUDGES WITH JURIES.

Mr. WHALLEY, in the absence of Dr. Kenealy, asked the First Lord of the Treasury whether his attention had been called to the two following cases of alleged interference by judges at the present assizes with the province and independence of juries:—

"1. Extract from the *Dublin Daily Express* of what occurred at Limerick Assizes on the 6th of March before Mr. Justice Lawson at the trial and acquittal of two men charged with homicide:—'After an hour's deliberation the jury returned into court. The foreman handed down the issue paper. The clerk of the crown.—Gentlemen, have you agreed to your verdict? Foreman.—We have, my lord. Clerk of the crown.—And you say the prisoner is not guilty? (Sensation in court.) His lordship.—Gentlemen, is that your verdict? A juror.—It is, my lord. His lordship.—Is it possible, after hearing the evidence of the various witnesses examined, that you can arrive at such a verdict? Foreman.—We have done our best, my lord. His lordship asked counsel on each side if they had anything to suggest. Sir Colman O'Loghlen, Q.C.—Well, my lord, the only suggestion I would venture to make to your lordship is that the jury having agreed to the verdict may now be discharged. His lordship.—Very well, Sir Colman. I must, however, observe that in the whole course of my experience I never witnessed a more wilful and distinct violation of an oath than has been illustrated by the jury in this case. It is beyond anything I could have imagined or believed. This is strong language for me to use, but I feel that in the discharge of my duty, sitting here as a judge, I am bound to use it. Subsequently Mr. De Moleyns appeared in court, and, addressing his lordship, said—My lord, in consequence of the extraordinary verdict of the jury, and the observations which your lordship has felt bound to make, I beg that your lordship will postpone further action in the case until Monday, in order to afford the law officers of the Crown an opportunity of consulting upon the subject. His lordship:—Certainly. The prisoner was then removed in custody, and the jury were discharged.' 2. 'A man having been tried and acquitted at Brighton Assizes on the 18th of March, the Lord Chief Justice Cockburn, the presiding judge, immediately directed another jury to be sworn, and, addressing the prisoner, told him he ought to consider himself very fortunate, for he did not believe twelve other human beings could be found, except the jurors in the box, who would have returned the verdict they had done upon the evidence before them'"—

and whether it was his intention to introduce any measure which should have for its object the better maintenance of the rights of jurymen to deliver verdicts according to their conscience to the best of their ability without censure from the bench.—Mr. DISRAELI said: The hon. gentleman has made an appeal to me whether it is my intention to introduce any measures which shall have for their object the control of judges in reference to conduct similar to that which he has detailed. I don't know why the appeal is made to me. It is not their business, happily, for the Ministers of the Crown to exercise jurisdiction over the judges. If a judge does anything to lose the confidence of the public, it is the privilege of Parliament to address the Crown to remove him from the bench. Therefore, the hon. gentleman should not have made his appeal to me. I should be as unwilling to interfere with the free expression of opinion on the part of the judges a I should be to interfere with the free expression of opinion by the jury in delivering their verdict. There may be occasions on which the exercise of that freedom of opinion on the part of the judges is for the public welfare. We see in civil cases the verdict of a jury is occasionally refused by the judge and they are asked to reconsider their verdict. In criminal cases, again, a jury may be so stupid or factious that a judge may rightly and conscientiously believe that he is only doing his duty in expressing his opinion on the conduct of the jury. No one in this House has more esteem for trial by jury than I have myself. I know its value and how much it conduces to the security of the person, and not merely the freedom of the subject, but the liberty of the country. But I don't believe that juries are infallible; and from what I have observed of the sayings and doings of the hon. member for Stoke, who originated this question, and the hon. member for Peterborough, I believe that is an opinion which in some degree they share with me. I beg the House to observe that this question has been felicitously introduced to-day in the absence of the hon. member for Stoke, for the hon. gentleman the member for Peterborough has just presented a petition calling on the Crown to appoint a Royal Commission to impugn the verdict of a jury.

THE FOREIGN LOANS COMMITTEE.

Sir L. PALK asked the hon. and learned member for Taunton whether in December, 1874, and January, 1875, he appeared before the Lord Chancellor in a legal proceeding relating to the Paraguayan Loan.—Sir H. JAMES: On the 15th of December, 1874, I had to appear as counsel on an interlocutory motion before the Lord Chancellor and Lord Justice James, sitting as the Appellate Court in Chancery. I believe the main object of the suit was to enable certain persons to recover a certain sum of money from other persons for work and labour done in relation to the Paraguay Loan; and the interlocutory proceeding in which I appeared was for the purpose of determining whether certain witnesses should be examined in private or should be examined in public; that was the only matter in which I was concerned—the only proceeding in which I had to take any share or part. With the main purpose of the suit I had nothing to do. At the time I had no intention of moving for a Select Committee on Foreign Loans. Before the sitting of Parliament, and when I determined to bring this question forward, I caused the retainer I had received in that suit to be returned, and I have taken no part or share, directly or indirectly, as advocate or counsel, in that suit or any other connected with it. I take no exception to the hon. baronet's putting the question, for since I have had the honour of a seat in this House I have felt it was very necessary that every member of my profession should carefully guard against allowing his parliamentary conduct to be in any way influenced by professional considerations. I trust the course I have taken on this occasion will be satisfactory to the hon. baronet, and that I shall always shape my conduct in accordance with that opinion.

MERCHANT SHIPPING ACTS AMENDMENT.

Sir C. ADDERLEY, in moving the second reading of this Bill, said the object of the measure was to secure increased safety at sea and a diminution of the unnecessary perils to which seamen were now exposed. The Bill would abolish advance notes, and would render necessary a better equipment of ships. Its next object was the prevention of unseaworthy ships going to sea. Then it proposed to deal with and improve the system of inquiry into casualties at sea, and next to amend the law as to the liabilities of shipowners. The effect of allowing advance notes to be given was to enable the most improvident of our fellow-citizens to anticipate their wages and get into debt. No other class of workmen in the kingdom had any such power, and in the case of sailors the result was anything but satisfactory. The second object to which he had referred had regard, among other things, to the supply of boats which ships would be obliged to carry. With respect to the third object to which he had alluded, the question was what was the most effectual means of preventing unseaworthy ships going to sea; whether by the Government dealing only with particular cases, or undertaking to guarantee the condition of all ships in the mercantile navy. The Bill maintained the principle of the existing law, which he considered a far more effectual provision against carelessness and negligence than if the Government were to attempt to do the shipowners' work. The Government intended, not only to increase the staff of surveyors, but to establish a higher class of officers as superintendents, who, posted at the principal ports of the kingdom, might be trusted to act upon their own responsibility, without in all cases referring to the Board of Trade. They did not propose to guarantee the seaworthiness of a ship, but merely to stop unseaworthy ships from putting to sea. The general proposition he intended to make in committee upon the Bill was, that shipowners should upon every clearance of their ships make a declaration stating the maximum figure in scale of feet on the sides of their ships beyond which they did not intend to load them. He should, however, modify that proposition to this extent, that the declaration in question need not be made for every clearance when the ship continued in the same service and carried the same cargo. The shipowners might if they chose send a notice of such declaration to the Board of Trade, and if the Board of Trade made no objection to the terms of those declarations it should have no power to stop any ship which had the declared load-line above water. The remaining class of clauses related to the liability of the shipowners. He had already given notice of a clause which he should propose to substitute for clause 41 in the Bill. All that the 41st clause of the Bill did was to extend the liability of the shipowner under the Act of 1862, so as to make him liable for the consequences of acts done, not only by himself, but by his agent. He now proposed to substitute for it a new clause to the effect that no shipowner should be able by his bill of lading to contract himself out of the limited liability to which he was now exposed at common law.—A discussion followed in which the principles of the Bill were generally approved, and it was read a second time.

BANKING COMPANIES.

Sir J. LUBBOCK brought in a Bill to amend the criminal law with reference to banking and other companies.

Legal Items.

Lord Young has been presented with the freedom of the town of Inverness. Before holding the office of Lord Advocate he was for several years Sheriff of Inverness-shire.

On Monday last Mr. Morgan Howard, Q.C., sat for the first time as Recorder of Guildford, and received an address of congratulation from the grand jury. There was no prisoner for trial.

It is stated that there is a vacancy in the University of Calcutta of a Tagore law professorship, the salary attached to which is 10,000 rupees per annum. The professor will be required to deliver in each year a course of lectures on some branch of Hindoo, Mahomedan, or Anglo-Indian law.

At the Oxfordshire Quarter Sessions, held last Monday, a sum of twenty-five guineas was voted to Mr. William Brunner, solicitor, of Oxford, coroner for the central division of the county, as extra remuneration for his services on the inquest on the sufferers by the Shipton railway accident.

According to the *Albany Law Journal*, a curious omission is said to have been discovered in the Federal laws. A man was charged with personating a deputy United States marshal in New York, and a warrant for his arrest was

applied for. A United States commissioner and two assistant district attorneys, after a long search through the statutes, discovered that there was no law making it a crime for a man to personate a deputy United States marshal, and the warrant was refused.

A parliamentary return obtained by Sir J. Eardley Wilmot respecting the expenses of the European Society Arbitration shows that between the 21st of August, 1872, and the 11th of February, 1875, there was paid to various persons for services in the arbitration a sum of over £48,190. The arbitrator received £1,837 10s.; the assessor, £2,525; joint official liquidator, £10,000; joint official liquidator's clerks, £10,937 18s. 11d.; solicitors, £21,141 16s. 11d.; and solicitors in Canada, £185. The remaining sums were received by the secretary, assistant secretary, assessor's clerks, and secretary's clerks. The number of sittings held by the arbitrator was nine in 1872, five in 1873, and twenty-two in 1874. The number of judgments delivered at these sittings was 116.

In an action tried at the Leeds Assizes on Friday last to recover over £230 for loss that the plaintiff had been put to, in the shape of interest which he had paid in consequence of a breach of an agreement by the defendant, counsel on both sides agreed that a verdict should be entered for the plaintiff, damages £210. Plaintiff, who was in the witness-box when this agreement was come to by counsel, said, addressing Lord Coleridge, that he had paid more than that amount for interest, and thought he was entitled to the full sum claimed. His lordship: You are in the hands of the Philistines, you know. Counsel for the plaintiff said: I hope my client will not think I have sold him. I believe I have adopted the wisest course. His lordship: No doubt; I mean that I am the chief of the Philistines.

In giving judgment in a case at the Bradford County Court on Friday last Mr. Daniel, Q.C., remarked that "the sum asked for was £50, which was the limit of the court's jurisdiction and to which he thought the plaintiff was fully entitled. If that action had been brought in the superior courts, and tried at Leeds Assizes, a jury would have been well justified in giving a verdict for a much larger sum. But perhaps the observation that had been made before would be repeated, that a judgment in the county court for £50 was of more value than a verdict for £100 at the assizes, and at the same time the defendant had a corresponding advantage in the diminished cost, for it had also been remarked—and he (the judge) believed correctly—that a verdict for £50 at the assizes would be a greater burden to the defendant than a judgment against him for £100 in the county court, the explanation of this seeming paradox being the difference in the costs and delay in the two procedures, the procedure in the county court being simple, cheap, and speedy, the procedure in the superior court being complex, costly, and dilatory. Whether more efficient or not, suitors in those courts and their legal advisers at present enjoyed the privilege of judging for themselves. Hence such actions in the county court, suitors appearing to think that half a loaf was better than no bread."

Court Papers.

CAUSE LIST.

Easter Term, 1875.

Before the COURT OF APPEAL IN CHANCERY.

Appeal Motions.

In re The Kensington Station & North & South London Junction Ry Co & Co's Acts app of James Anton
In re The Same Co app of Frederic J. Reed

Appeals. 1874.

Powell v Elliot Elliot v Powell B—Aug 3 pt hd

1875.

Harter v Sauvazoglu H—Feb 10
Oakley v Ker M—March 10
Ripley v Great Northern Ry Co R—March 16
Townsend v Haworth R—March 20
Dimond v Bostock M—March 22
Bush v The Trowbridge Water Co R—March 22
Beynon v Cook R—March 23
Guedalla v Guedalla B—March 31

Before the MASTER OF THE ROLLS.

Causes set down previous to First Transfer.

Payne v Wright c
Jarvis v Mortimer m d
Mortimer v Jarvis c, wits pt hd S O to present a pet
Preston v Scott m d
Forster v Longrigg m d (wits before exmr)
Brown v Luck m d
Hall v Nevill c with wits pt hd S O with liberty to apply
Albert Mott v Shoolbred m d wits before exmr
Alfred Moot v Shoolbred m d evce in 1st suit to be read in 2nd suit
Collins v Hamer m d wits before exmr

Remaining Causes transferred from the Book of the Vice-Chancellor Sir R. MALINS, by order dated 30th January, 1875.

Edmonds v Hartland m d (Trinity term)
Dangerfield v Budd m d wits before exmr
Young v Dale m d
Richards v Roberts m d
Cottell v Somerset & Dorset Ry Co c (not before April 22)
Willis v Somerset & Dorset Ry Co c (not before April 22)
Palmer v Moore m d wits before exmr
Crozier v Calcott c with wits

End of Transfer.

Causes set down after First Transfer.

Horrell v Horrell m d
Robinson v Ashton m d
Carrington v France m d
The London & Caledonian Marine Insurance Co (limd) v Gillespie m d

Remaining Causes transferred from the Book of the Vice-Chancellor Sir R. MALINS, by order dated February 22, 1875.

Griffith v Hartmont c with wits (April 19)
Reynard v Arnold m d
Pilter v Barnes m d
Montefiore v Gibbs c pro confesso
Thornton v Synnot m d
Whitaker v Nicholls m d
Simmons v Simmons c with wits
Turner v Tepper m d (not before May 3)
Hall v Tepper m d (not before May 4)
Fernyhough v Naylor m d wits before exmr)
Lister v Dendy c
Allen v Nicholson m d (not before May 3)
Sheppard v Sheppard m d wits before exmr
Rowe v Simpson m d set down by defts

End of Transfer.

Causes set down after Second Transfer.

Caulfield v Coulson m d
Botterell v Horrell m d (V C M)
Low v Lambeth Waterworks Co m d set down by defts wits before exmr
Fielden v The London Bridge Land Co (limd) m d
James v Lacey m d
Clarke v Marchant m d
Snell v Skinner c
Kemp v Collins m d wits before exmr
Edwards v Johnson f c (not before April 24)
The Industrial and General Life Assurance and Deposit Co v Elmore m d
May v May m d
Hawkins v Aldershot School Board m d
Gillespie v Goodridge m d wits before exmr
Foster, Bart v Lovegrove c pro confesso
Prole v Teale c
Baker v Jones m d
Ayres v Blowers f c
Macdonald v Pares m d
Ashley v Christelow f c
Holland v Gutch f c
In re Thexton's Estate
Thexton v Edmondson f c
Watson v Watson m d
Christie v Colyer m d (short)
Chalkley v Chalkley m d
Toone v Sarson f c
Lloyd v Pritchard f c
Ashton v Robinson m d
Caffin v Caffin f c
Wainford v Heyl c
Warren v Macintosh m d
Westley v Wilson f c
The International Financial Society (limd) v The City of Moscow Gas Co (limd) m d
Monteith v Monteith m d
Viner v Baylis m d (short)
Kains v Paine m d
Fitzherbert v Weld s c
Langlands v Stone f c
Wright v Wood m d

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes.

Harnett v Baker m d, pt hd
Macdougall v The Emma Silver Mining Co (limd) dem of the Co pt hd (S O)
Macdougall v The same Co dem of R. M. Gardiner and others pt hd (S O)
Thomson v Weston m d, pt hd (S O)
The Honduras Inter-Oceanic Railway Company (Limd) v Tucker exons for insuffncy
Terrero v The Republic of Paraguay dem
Philp v Botterell c, with wits

Set down since commencement of Trinity Term, 1874 (exclusive of Transfers).

McKewan v Sanderson m d (wits before exmnr)
Osborn v Osborn m d pt hd
Evans v Hopkins c with wits
Quinton v Mayor, &c., of Bristol m d S O to come on with a petn
Ramsden v Lister c with wits (re-transferred from V.C. Bacon by order)

Poltick v Cheesman m d (revived)
Lyon v The Fishmongers' Co m d
Bartlam v Yates m d, witns before examr
Spalding v Higgs c with wits
Jolliffe v Hayward c with wits (re-transferred from V.C. Bacon by order)
Haydon v Fox c
Osborn v Osborn c
Williams v Hiscox m d, wits before examr
Walker v Blake m d
Burrows v Williams m d (wits before exmnr)
Schofield v Jacomb m d (wits before exmnr)
Fielden v Gill m d
Smith v Pilgrim c with wits
Griffiths v Kennedy m d
Dowell v Wood m d
Hugo v Hugo m d
Wightwick v Barden m d
Hayne v Cavell c with wits
Cruse v Smith m d

Set down since commencement of Michaelmas Term, 1874 (exclusive of Transfer).

Gedbold v Ellis c with wits
Scott v Laver m d (transferred from M R by order)
Phosphate Sewage Co, limd v Hartmont c
Willis v Clegg m d
Willatts v Hooper f c
Mytton v Mytton m d
Townsend v Whieldon f c
Sullivan v Edgell Dimond v Edgell f c
Mahon v Hilliard m d

Set down since commencement of Hilary Term, 1875 (exclusive of Transfer).

Caldicott v Smith Satchwell v Smith f c
Riminton v Paul f c
Cook v Brutey f c
Hollick v Wilson f c
Sloper v Gattie Gattie v Sloper f c
In re Mary Burton's Estate Greenbank v Jackson f c short
Graham v McCullock f c & sums to vary
Waller v Nicholson f c
Green v Taylor f c
Holmes v Holmes m d
Keel v Wade f c
Moore v Beagley s c
The Prudential Assurance Co v Hessey m d
Hawkins v Hawkins f c
Southby v Rodway m d
Fordham v Speight m d
Hall v Creyke m d
Mordaunt v Benwell m d
Marke v Marke f c
Sexton v Sexton m d
Perry v Hankin f c
Turner v Champney m d
Scruton v Holt c
Gibbs v Kemp, Bart m d
Noel v De Stafford f c
Steptoe v Norris m d
Loder v Eldridge f c
The Imperial Land Co of Marseilles (limd) v Masterman c
Pemberton v Neill f c
Hough v Rankin m d
Bedells v Lea m d (short)
Whateley v Whateley f c
Jenks v Thomas f c
Wagstaffe v Price m d
Colbran v Copp f c
Mynors v Gold m d
Livesey v Walpole f c
Margetts v Ault c with wits
Smith v Dale m d
Hooper v Donne c
De Geer v Stone m d
The Bank of Whitehaven (limd) v Selkirk m d
Fletcher v Wood m d
Roberts v Murrells m d
Bradshaw v Palmer c
Lewis v Johnson c
Earnshaw v Skyrme m d (short)
Du Boison v Maxwell m d
Thornton v Thornton s c
Watkins v Alexander c set down by defts
Holland's Trustees v Holland m d
Mosely v Mosely m d
Barton v Barton m d
Smith v Smith m d
Delluc v Harouel m d (short)

Before the Vice-Chancellor Sir JAMES BACON.

Causes set down previous to Transfer.

Yardley v Holland m d (VCM) pt hd
Waldy v Gray c (April 16)
Smith v Daniell c
Wilson v Mersey Steel & Iron Co m d
Walker v Daniell c
Leech v Bolland c with wits

Remaining Causes transferred from the Book of the Vice-Chancellor Sir R. MALINS, by order dated December 4, 1874.

Wallwork v Sussum m d pt hd
Titcombe v Thain c, set down at request of defts F. J. Gill and anr
Umfreville v Johnson c (April 20)
Hughes v True m d
Watkins v Powell c (April 20)

End of Transfer.

Causes set down after Transfer.

Wagstaffe v Hill m d
Nicholson v Horsman m d
Attorney-Gen v Borough of Birmingham m d
Fothergill v Richards m d
Clarke v Adie m d (April 27)
Gullick v Tremlett m d
Whittaker v Whittaker sp c, restored by order
Mackett v Baylis rehing of m d
Leedley v Sykes, Bart c, with witns (April 23)
Brown v Fraser m d (Trinity Term)
Attorney-General v Corporation of Sunderland m d
The Windermere Pleasure Boat Company (limd) v Walker m d
Lloyd v Lloyd f c
Attorney-General v Hackney Board of Works m d
Debenham v Gillespie c
Irvine v Nicoll m d
In re Owen's Estate Nicholas v Kellett f c
Izant v Izant c
West v Cope c
Wade-Gery v Handley f c
Pilcher v Arden f c & sums to vary
Dulson v Bruce f c (short)
Highley v Stansfield c
Bailey v Ryves f c

Before the Vice-Chancellor Sir CHARLES HALL.

Causes.

British Mutual Investment Co (limd) v Smart dem
Richardson v Hodgetts m d
Republic of Peru v Ruzo m d
Hinde v The Ystalyfera Iron Co m d wits before exmnr
Gurney v Dauglish c with wits
Wilson v Gann m d wits before exmr (April 19)
Beswick v Baddley m d wits before exmr
Hanrott v Kirkman m d
King of Portugal v Carruthers m d & m S O
Kelk v Douglas m d
Crawford v Hill c
Newman v Williams c
Tabor v Cunningham m d (wits before exmnr)
Wilson v Thomson c with wits
Hill v Crowther c
Dawes v Bagnall m d
Watkins v Nash m d with wits in court by order
Powell v Luckes c, to be heard with Watkins v Nash by order
Brookes v Watson m d
Montagu v Lord Inchiquin m d
Baylis v Abens m d wits before exmnr
Threlfall v Harrison m d
Myers v Moses m d
Parke v Thackray m d
Yates v Finn m d
Jeyes v Savage m d
Porter v Porter m d
Martin v Drew c
Martin v Scott m d
Mirehouse v Butterfield m d
Morris v Hughes m d
Kingston v Lewer f c S O
Morris v Owen m d
Walshaw v Fawcett m d
Boger v Pye sp c
Satterthwaite v Fisher m d (not before May 1)
Tweddle v Lowe c
Luckie v Cartwright c
Forrest v Gover m d
Howlett v Clements c
Jackson v Haire m d
Fitzgerald v Abbott c with wits
Abbott v Easton m d
Bund v Green m d
Major v Gedye m d
Black v Owen c
Richards v Goddard m d
Andrew v Mann m d
Fiddler v Lucas m d (supplemental bill)
Hart v Hart m d
Bennet v Mellor m d
Holgate v Holgate f c
Beavan v Cook, 1873.—B.—102 c, wits
Birch v Anderton m d
Fane v Fane m d
Hughes v Sodden f c
Arnold v Routledge c
Smith v Smith m d
Ross v Parkyns, Bart m d
Lawrence v Norton f c
Standidge v Bates f c (short)
Beavan v Cook, 1869.—C.—66 c, wits
Greenaway v Greenaway m d
In re Briggs' estate Briggs v Peart f c
Kidd v Geaussent m d
Stein v Whyte f c
Johnson v Evelyn m d
Hawkes v Underwood m d
Earp v White c
Myatt v Bedford c
Bridge v Chapman sp case (April 16)
Ridman v Foxcroft m d
Clapham v Barnard f c
Guernsey v West London Commercial Bank limd c
Godson v Scott-Russell m d
Choveaux v Phillips m d
Parrott v Tiver m d
Dashwood v Windus m d
Booth v Gawthorp m d
Smith v Greenwood m d
Cleaver v Cleaver f c
Taylor v Taylor f c
George v Ormond f c
Ormond v Ormond f c
Southwell v Wright m d

PUBLIC COMPANIES.

RAILWAY STOCK.

LAST QUOTATION, April 9, 1875.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	113
Stock	Caledonian	100	103½
Stock	Glasgow and South-Western	100	99
Stock	Great Eastern Ordinary Stock	100	48¾
Stock	Great Northern	100	137½
Stock	Do., A Stock*	100	155½
Stock	Great Southern and Western of Ireland	100	107
Stock	Great Western—Original	100	110
Stock	Lancashire and Yorkshire	100	140½
Stock	London, Brighton, and South Coast	100	100
Stock	London, Chatham, and Dover	100	27
Stock	London and North-Western	100	144½
Stock	London and South Western	100	116½
Stock	Manchester, Sheffield, and Lincoln	100	79½
Stock	Metropolitan	100	87
Stock	Do., District	100	41½
Stock	Midland	100	141½
Stock	North British	100	78½ x d
Stock	North Eastern	100	165
Stock	North London	100	114
Stock	North Staffordshire	100	70
Stock	South Devon	100	56
Stock	South-Eastern	100	119

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

No change has been made in the rate of discount. The proportion of reserve to liabilities has risen from 34¼ per cent. last week to 35⅝ per cent. this week. The home railway market has been very active, and prices have risen; but on Thursday some reaction took place. Business in the foreign market has been limited. Consols closed on Thursday 93¼ to ⅜ for money, and 93⅜ to 4½ for the account.

MARRIAGES AND DEATHS.

MARRIAGES.

Pearson—Baker—April 7, at St. John's Church, Blackheath, James Godfrey Pearson, Esq., of the Middle Temple, barrister-at-law, to Laura, youngest daughter of Joseph Baker, of Blackheath.

Sheppard—Gee—April 3, at the parish church, St. Mary's, Islington, Frederick James Sheppard, solicitor, Towcester, to Amy, youngest daughter of the late Robert Gee, M.D., of Astrop-lodge, Northamptonshire.

Stock—Martin—April 7, at St. Andrew's Church, Stockwell, Daniel Stock, of Bridge chambers, Queen Victoria-street, solicitor, to Helen, eldest daughter of Alexander Martin, of 40, Stockwell-road.

DEATHS.

Bristow—April 5, Alfred Rhodes Bristow, Solicitor to the Admiralty, of Cleveland-row, St. James's.

Collins—March 30, at Warrior-square, St. Leonard's-on-Sea, W. A. Collins, Q.C., of East-grove, Tunbridge, and of Satishouse, Yoxford, Suffolk.

Sturmy—April 6, at 3, Vanbrugh-terrace, Blackheath, Herbert Sturmy, solicitor, of Hibernia-chambers, London-bridge, aged 76.

Sutcliffe—April 4, James Pearson Sutcliffe, of Hebden-bridge, Yorkshire, solicitor, aged 68.

Vincent—April 2, at Cannes, Alpes Maritimes, Arthur Frederick Vincent, of the Inner Temple, barrister-at-law, aged 29.

LONDON GAZETTES.

Professional Partnerships Dissolved.

Tuesday, April 6, 1875.

Kimber, Edmund, and Cecil R. Lee, Solicitors, 22, Queen st, Cheapside. March 31

Winding up of Joint Stock Companies.

Friday, April 2, 1875.

Limited in Chancery.

Cribbwr Colliery Company, Limited.—By an order made by V.C. Malins, dated March 23, it was ordered that the above company be wound up. Jones and Starling, Gray's inn square, for Cathcart and Vaughan, Newport, Monmouth, solicitors for the petitioners.

Metropolitan Counties Co-operative Coal Company, Limited.—By an order made by the M.R., dated March 24, it was ordered that the above company be wound up. Linklater & Co, Walbrook, solicitors for the petitioner.

Tuesday, April 6, 1875.

Limited in Chancery.

Australia Direct Steam Navigation Company, Limited.—Petition for winding up, presented April 5, directed to be heard before the M.R. April 17. Lowless and Co, Martin's lane, Cannon st, solicitor for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

Tuesday, March 30, 1875.

Beard, William, High st, Camden town, Fishmonger. May 6. Beard v Beard, V.C. Hall. Barrett, Bell yard, Doctors' commons

Bradwell, John, Southwell, Nottingham, Bank Manager. April 30. Bradwell v Oiver, V.C. Malins. Shilton, Nottingham

Butler, William, Carlton Biggin, York, Farmer. May 1. Carr v Butler, V.C. Malins. Paget, Skipton

Dore, Silas, Lymington, Southampton, Brick Maker. May 3. Ayles v Miller, M.R. Roberts, Leadenhall st

Gilbert, Edward Willet, Tunbridge Wells, Kent, Land Surveyor. May 15. Roffe v Duncan, V.C. Malins. Walker, Tunbridge

Harrison, Thomas Ord, Wold House, York, Farmer. May 1. Burkill v Matthews, V.C. Hall. Jennings, Driffield

Meek, George, sen, Russell square, Esq. April 30. Meek v Devenish, V.C. Malins. Riddle, Harcourt buildings, Temple

Meek, George, jun, Brantridge park, Sussex, Esq. April 30. Meek v Devenish, V.C. Malins. Riddle, Harcourt buildings, Temple

Nichols, Rev Bartholomew, Mill hill, Hendon. April 10. Rudall v Nicols, V.C. Malins. Collette, Lincoln's inn fields

Ransom, Robert Bond, Pattison st, Stepney, Gent. April 27. Ransom v Boyd, M.R. Sheffield, Lime st

Walker, George William, Brentford rd, Ironmonger. April 24. Walker v Pawle, V.C. Malins. Fearon, New inn, Strand

Wilkinson, Sarah, Blackwell, Durham. May 27. Willan v Plummer, M.R.

Wilson, William, Nassington, Northampton, Farmer. April 24. Wilson v Wilson, V.C. Malins. Evans, Stamford

Friday, April 2, 1875.

Abbott, Samuel, Bristol, Gent. April 4. Abbott v Evans, M.R. Roper, Bristol

Bewick, William, Haughton-le-Skerne, Durham. April 10. Bewick v Cheese, V.C. Malins. Stevenson, Darlington

Young, Michael, Newcastle-upon-Tyne, Master Mariner. April 24. Young v Young, V.C. Malins. Longstaffe, Gateshead

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Tuesday, March 30, 1875.

Benson, Robert, King's Arms yard, Moorgate st, Merchant. July 30. Hayes and Co, Russell square

Bishop, Samuel, Twickenham. May 10. Pidcock, Woolwich

Buckingham, William, Creegbrawse, Cornwall, Mine Agent. May 1. Hodge and Co

Dent, Joseph, Ribston Hall, York, Esq. May 31. Collyer-Bristow and Co, Bedford row

Dunsford, Elizabeth, Bristol. May 12. Taddy, Bristol

Hussey, Abraham, Maidenhead, Berks, Auctioneer. June 24. Brown, Maidenhead

Hall, John, Marsden, York, Farmer. June 26. Bottomley

Kirkwood, Hugh, Lincoln, Draper. May 31. Newton and Jones, East Retford

Laithwaite, John, sen, Lamberhead green, Lancashire. May 17. Byrom, Wigan

Maceley, Mary Ann, Belgrave terrace, Stockwell park, Brixton. May 11. Few and Co, Henrietta st, Covent garden

Maulkin, Robert, Brinkley, Cambridge, Esq. May 18. Jonas, Serjeants' inn, Chancery lane

Oliver, Charles, Weymouth terrace, Hackney rd, Saddler. April 26. Hayne, City rd

Theobalds, Thomas. The Grove, Hackney, City Marshal. May 1. Lowless and Co, Martin's lane, Cannon st

Thirst, Edward, Halsey terrace, Chelsea, Gent. April 30. Chauntrell and Co, Lincoln's inn fields

Wadsworth, Jane, Halifax, York. April 20. Longbottom, Halifax

Friday, April 2, 1875.

Alexander, Francis, Rochester rd, Camden town, Gent. June 1. Lewis and Watson, Gracechurch st

Barnaby, Phebe, New rd, Woolwich, Ironmonger. May 3. Tuffield, Anglesea rd, Woolwich

Bennetts, Mary Ann, Helston, Cornwall. April 24. Grylls and Co, Helston

Brown, Rev George Richard, Kirkham, Lancashire. May 6. Dickson, Kirkham

Comley, William John, Nice, France, Gent. April 30. Sherring, Lincoln's inn fields

Cooper, George, Wolstanton, Stafford, Warehouseman. May 14. Coopers, Newcastle-under-Lyme

Coulson, William, Grindstone Low Farm, Northumberland, Farmer. May 1. Kirsopp, Hexham

Eade, Louisa, Palace Gardens terrace, Kensington. May 15. Bartram, Chancery lane

Firmin, Emily, Stock Orchard villas. May 1. Young and Sons, Mark lane

Fuller, William, North end, Fulham, Market Gardener. April 30. Sherring, Lincoln's inn fields

Johnson, William, Wakefield, York, Butcher. May 1. Barratt and Senior, Wakefield

Ladley, John, Old Burlington st, Brush Maker. May 15. Elborough, King's Arms yard

Merrick, William, Napier place, South Norwood, no occupation. May 15. Elborough, King's Arms yard

Minett, Edwin, Alderley, Gloucester, Farmer. April 28. Dauncey and Turner, Wotton-under-Edge

Nolan, Juliana, North Bank, Regent's park. May 15. Ward and Co, Gray's inn square

Oliver, Charles, Weymouth terrace, Hackney rd, Saddler. April 26. Hayne, City rd

Phillips, William, Gaer Farm, Saint Michael Cwmdu, Brecon, Farmer. June 7. Watkins, Pontypool

Pickersgill, Sophia, Tavistock square. May 3. Kearsey and Co, Old Jewry

Rumboll, Charles, Hilldrop, Ramsbury, Wilts, Gent. May 12. White, Colchester

Shelton, Meedham, Leicester, Butcher. June 1. Stone and Billson, Leicester

Stanway, Job Wooldridge, Shrewsbury, Salop, Innkeeper. May 5. How, Shrewsbury

Stedman, Robert Savignac, Sharnbrook, Bedford, Surgeon. July 1. Sharman, Wellingborough

Sutton, Edward, Sea View, Onchan, Isle of Man, Gent. May 1. Quinn and Sons, Liverpool

Theobalds, Thomas, The Grove, Hackney, Gent. May 1. Lowless and Co, Martin's lane, Cannon st

Tuesday, April 6, 1875.

Anthony, William, Norwich, Wine and Spirit Merchant. May 1. Tillett and Co, Norwich

Baker, Samuel, Clevedon, Somerset, Gent. May 30. Foster, Wells

Bird, Francis Carrie Wilberforce, Boscobel place, Regent's park. July 3. Davidson, Spring gardens

Borer, William, Staplehurst, Kent, Farmer. May 3. Peterson, Saint Helen's place

Bowen, Mary, Diddywell, Devon, June 1. Rooker and Baxsley

Brownlow, Joshua, Leeds, Brush Maker. July 1. Rider, Leeds

Burton, John, Ashton-under-Lyne, Builder. June 1. Brooks and Co, Ashton-under-Lyne

Craven, Aaron, Bartholomew rd, Kentish town rd, Grocer. July 3. Tidy and Co, Sackville st, Piccadilly

Campbell, Emma Margaret, Aldershot, Southampton. May 1. Foster Aldershot

Dudley, Eliza, Oxford. May 8. Hawkins, Oxford

Farmer, James, Market Lavington, Wilts, Butcher. May 1. Hulbert and Son, Devizes

Fowler, John, Manchester, Beerhouse Keeper. April 30. Jelliconse and Bates, Manchester

Gee, Henry Freer, Birmingham, Grocer. May 15. Whateley and Co,

Hoole, Joseph, Landport, Southampton, Contractor's Storekeeper. April 20. Samuel Harris, Queen st, Portsea
Horsford, William, Great Tichfield st, Marylebone. May 29. Smith, Denbigh st, Pimlico
Hurcum, William Henry, Barnham st, Tooley st, Southwark, Carman. May 8. Naunton, Cheapside
Isles, Jacob, Cheetham, Manchester. May 17. Emmet, Bloomsbury square
James, Thomas, Wavertree, Lancashire, Iron Merchant. May 1. Smith, Liverpool
Jardine, John, Liverpool, Merchant. May 1. Bateson, Liverpool
Johnson, Rev. Francis Charles, White Lackington, Somerset. June 1. Bootys and Bayliffe, Raymond buildings, Gray's inn
Kirkland, William, Old Basford, Nottingham, Gent. May 22. Burton and Co, Nottingham
Lovedren, Joseph, Eckington, Derby, Auctioneer. June 1. Cutts, Chesterfield
Marr, John, Brynhelen, Carnarvon, Esq. May 1. Turner and Allanson, Carnarvon
May, Mary Elizabeth, Charlton, Kent. April 20. Muskett, Woolwich
Mereweather, Ann, Clifton, Bristol. May 14. Wadham and Chilton, Bristol
Moore, Eliza, Birmingham. May 1. Griffin, Birmingham
Morris, Mary Ann, Mullock, Pembroke. April 27. Price, Haverfordwest
Nicholson, Thomas, Orrell, Lancaster, Innkeeper. April 16. Wright and Appleton, Wigan
Nickson, Elizabeth, Whitchurch, Salop. June 24. Palin, Shrewsbury
Nickson, James Thomas, Kingston-upon-Hull, Wine Merchant. June 1. Moss and Co, Kingston-upon-Hull
Overy, Thomas, Tunbridge Wells, Kent, Gent. June 24. Cripps, Tunbridge Wells
Parsey, Benjamin, Sydenham, Kent, Painter. June 1. Redpath and Holdsworth, Bush lane, Cannon st
Peacock, Samuel Joseph, Wells st, Oxford st, Egg Merchant. May 18. Dalston, Piccadilly
Richer, Philip Quarrill, De Beauvoir rd, Kingsland, Warehouseman. May 8. Naunton, Cheapside
Russell, Mary, Croydon, Surrey. April 30. Russell, Coleman st
Sabine, Charles Edwyn, Oswestry, Salop, Solicitor. June 1. Minshalls and Parry-Jones, Oswestry
Smith, William Croft, North Thoresby, Lincoln, Innkeeper. May 13. Sharpley, Louth
Speight, Jane, Adelaide rd, Hampstead. June 10. Wainwright, Wakefield
Thompson, Walkden, Kingston-upon-Hull, Engineer. May 24. Thorney, Hull
Thoyts, Mortimer George, Sulhamstead, Berks, Esq. May 19. Lucas, Fenchurch st
Tomes, Henry, Birmingham, Merchant. May 15. Whateley and Co, Birmingham
Walker, George, Lound, Nottingham, Farmer. April 20. Marshall and Co, East Retford
White, John, White Horse lane, Stepney, Timber Merchant. May 15. Gellatly and Co, Lombard court, Gracechurch st
Wilkinson, Mary, North Leverton, Nottingham. April 24. Marshall and Co, East Retford
Wilson, William, Beckenham, Kent, Gent. May 5. Morley and Shirreff, Palmerston buildings, Old Broad st
Young, James, Derby, Butcher. June 1. Robotham, Derby

Bankrupts.

FRIDAY, April 2, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Culliford, Oliver, and Savill Carter, Savage gardens, Wine Merchants. Pet March 31. Hazlitt. April 15 at 11
Edwards, George Clayton, Coleman st, Auctioneer. Pet March 31. Hazlitt. April 16 at 11

To Surrender in the Country.

Conibeer, William, Combmartin, Devon, Hotel Keeper. Pet March 30. Bencraft. Barnstaple, April 13 at 12
Davies, John Walter, Pwllheli, Carnarvon, Grocer. Pet March 31. Jones. Bangor, April 15 at 2
Last, Frederick George, Waldringfield, Suffolk. Pet March 31. Grimsey. Ipswich, April 16 at 2
Morris, Aaron, Sunderland, Durham, Jeweller. Pet March 25. Ellis. Sunderland, April 14 at 11

TUESDAY, April 6, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Parr, Francis Henry, Little Pulteney st, Boot Maker. Pet April 2. Hazlitt. April 21 at 11
Sketchley, Robert, Charterhouse lane. Pet April 5. Hazlitt. April 20 at 12
Skoulding, Charles Ernest, Gray's inn place, Clerk G.P.O. Pet April 1. Pepys. April 20 at 11
Wallach, Gustave, Paul's Bakehouse court, Doctors' commons, Commission Merchant. Pet April 3. Pepys. April 20 at 11
White, Alfred, Gordon square, no occupation. Pet April 2. Hazlitt. April 22 at 1

To Surrender in the Country.

Bamber, Charles Henry, Portsmouth, no occupation. Pet April 1. Howard. Portsmouth, May 4 at 12
Edwards, Edward Hugh, Ruthin, Denbigh, Attorney. Pet April 1. Reid. Wrexham, April 17 at 11.30
Freeman, Arthur, Longborough, Gloucester, Wool Stapler. Pet March 31. Gale. Cheltenham, April 19 at 12
Hammond, Richard, Bradford, York, Beerhouse Keeper. Pet April 2. Robinson. Bradford, April 20 at 9
Holroyd, James, Leeds, Woollen Manufacturer. Pet March 31. Marshall. Leeds, April 21 at 11
Harrison, Frederick Richard, Ipswich, Suffolk, Rent Collector. Pet April 3. Crimsey. Ipswich, April 19 at 11
Kitchen, Isaac, Holborn hill, Camberland, Butcher. Pet April 1. Were. Whitehaven, April 20 at 11
Pickles, William, Thomas Hanson, John Jagger, James Halliwell, Levi Bottomley, and Samuel Woodhead, Halifax, York, Stuff Manufacturers. Pet March 24. Rankin. Halifax, April 19 at 11
Ward, James Octavius, Kingston-upon-Hull, Merchant. Pet April 1. Phillips. Kingston-upon-Hull, April 21 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, April 6, 1875.

Brooke, Joseph, Staincliffe, York, Rag Merchant. April 1
Roberts, Thomas. April 3
Thornton, Henry, Liverpool, Grocer. April 2

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 2, 1875.

Alsop, Edward, sen, Nottingham, Blacking Manufacturer. April 16 at 12 at offices of Belk, Middle pavement, Nottingham
Barnes, John, Branston, Leicester, Farmer. April 19 at 1 at the Red Lion Hotel, High st, Grantham. Law, Stamford
Barratt, Edward, Barnsley, York, Boot Dealer. April 16 at 12 at offices of Dibb and Raley, Regent st, Barnsley. Marshall and Ownsworth, Barnsley
Bradshaw, Thomas Larder, Scarborough, York, Carrier. April 19 at 1 at offices of Williamson, Newborough st, Scarborough
Brown, James, Nottingham, Lace Manufacturer. April 19 at 12 at offices of Bright, jun, Town Club chambers, Wheeler gate, Nottingham
Bunting, Joseph, Heywood, Lancashire, Ginger Beer Manufacturer. April 21 at 3 at offices of Worth, Orchard, Rochdale
Buscall, William Charles, Bristol, out of business. April 13 at 11 at offices of Williams, Bristol chambers, Nicholas st, Bristol
Byrnes, Richard, King's rd, Chelsea, Machinist. April 9 at 2 at offices of Hendricks, New Cavendish st, Portland place
Carrington, William Andrew, Liverpool, Wholesale Tea Dealer. April 16 at 12 at offices of Carruthers, Clayton square, Liverpool
Chappell, Richard, Castleford, York, Boot Dealer. April 16 at 1 at offices of Dibb and Raley, Regent st, Barnsley
Cowen, William, Redcar, York, Joiner. April 8 at 3 at offices of Addenbrooke, Zetland rd, Middlesborough
Cowing, Frederick Mark, Barnet, Herts, Draper. April 23 at 3 at offices of Honey and Co, King st, Cheapside. Boyes, Barnet
Croft, Anthony, Redditch, Worcester, Needle Manufacturer. April 22 at 3 at the Swan Hotel, New st, Birmingham. Simmons, Redditch
Deamery, John, Ewell, Surrey, Baker. April 12 at 3 at offices of Sperring, Philpot lane. Godfrey
Everett, Isaac, Besthorpe, Norfolk, Farmer. April 12 at 12 at the Castle Hotel, Castle meadow, Norwich. Feltham, Norwich
Harvey, William, and William Henry Harvey, New rd, Rotherhithe, Ironfounders. April 15 at 3 at offices of Hicklin and Wasnington, Trinity square, Southwark
Hay, John Ogilvy, and Matthew Lisle Ingram, Great Tower st, Merchants. April 22 at 3 at offices of Lawrance and Co, Old Jewry chambers
Haydon, Thomas, West Ham lane, Stratford, Cab Proprietor. April 10 at 12 at offices of Morphett and Hunter, Moorgate st
Hollis, Thomas, Liverpool, Gent. April 15 at 2 at offices of Hull and Co, Cook st, Liverpool
Hughes, William, Liverpool, Leather Dealer. April 16 at 3 at offices of Goffey, Lord st, Liverpool
Johnson, Richardson Thomas, Wigan, Lancashire, Architect. April 20 at 11 at offices of Wall, Clarence chambers, Wallgate, Wigan
Jones, George, Liverpool, Outfitter. April 15 at 11 at offices of Cariss, Castle st, Liverpool
Jowett, Eli, Bradford, York, Jeweller. April 12 at 11 at offices of Dawson and Greaves, Kirkgate, Bradford
Knight, Robert, Maidstone, Kent, Linen Draper. April 15 at 12 at 145, Cheapside. Philpott, Guildhall chambers
Knocker, George Styles, Great Grimsby, Lincoln, Beer Merchant. April 24 at 11 at offices of Grange and Wintringham, West St Mary's gate, Great Grimsby
Lawler, Matthew, Great Grimsby, Smack Owner. April 17 at 11 at offices of Grange and Wintringham, West St Mary's gate, Great Grimsby
Mayhew, James, jun, Great Ormond yard, Queen square, Bloomsbury, Cab Proprietor. April 12 at 3 at Ridler's Hotel, Holborn. Marshall
Moffatt, Walter Scott, Newport, Monmouth, Tailor. April 16 at 11 at offices of Gibbs, Commercial st, Newport
Murray, David, Liverpool, Coach Builder. April 19 at 11 at offices of Queich, Dale st, Liverpool
Parker, Charles Thomas, Ashbourne, Derby, Watchmaker. April 22 at 12 at offices of Hextall, Albert st, Derby
Pearson, Edward, Bury, Lancashire, Cabinet Maker. April 19 at 3 at offices of Grundy and Co, Union st, Bury
Pearson, William, Wolverhampton, Stafford, Japanner. April 15 at 11 at offices of Hawksford and Owen, Darlington st, Wolverhampton
Perry, John, Albrighton, Salop, Butcher. April 15 at 3 at offices of Dallow, Queen square, Wolverhampton
Philippe, Paul, Old Bond st, Milliner. April 14 at 11 at offices of Norman, Old Bond st
Poole, George Read, Lilford rd, Stoke Newington, Colonial Produce Dealer. April 13 at 4 at 9, King Edward st, Newgate st
Pople, James, Westbury-on-Trym, Gloucester, Butcher. April 10 at 11 at offices of Clifton, Corn st, Bristol
Porter, Richard, Bayton, Worcester, Farmer. April 15 at 3 at offices of Miller and Co, Church st, Kidderminster
Prichard, Christopher, Monmouth, Grocer. April 16 at 2 at offices of Williams, Whitecross st, Monmouth
Prime, William, Oldham, Lancashire, Manufacturer of Screw Bolts. April 16 at 3 at offices of Gardner, Brown st, Manchester
Saunders, William John Edmund, Southsea, Southampton, Dealer in Fancy Goods. April 21 at 3 at offices of Croysdill and Co, Old Jewry chambers. Hensman and Nicholson, College hill
Scurlock, Joseph, Carlisle, Builder. April 15 at 3 at offices of Wannop, Carruther's court, Scotch st, Carlisle
Sherborne, Henry Grantham, Bristol, Printer. April 22 at 12 at offices of Pitt, Albion chambers east, Bristol. Roper

Sigsworth, Frank, Bradford, York, Builder. April 16 at 2 at offices of Robinson and Robinson, Keighley
Simmonds, Henry, Southgate, Edmonton, Boot Maker. April 23 at 3 at offices of Holloway, Ball's Pond rd, Islington. Fenton, Albion terrace, Kingsland
Smith, John, Salmon's lane, Limehouse, Boot Manufacturer. April 20 at 3 at offices of Lewis and Lewis, Ely place, Holborn
Smeary, William, Graving Dock terrace, North Woolwich rd, Coffee House Keeper. April 9 at 10 at 28, Leicester square. Fisher
Spooner, Elizabeth, Acton green, Beerhouse Keeper. April 16 at 1 at the Bell Inn, Ealing. Reep and Co, Bush lane, Cannon st
Thomas, John George, Ovenden, York, Woolstapler. April 16 at 3 at offices of Wavell and Co, George st, Halifax.
Thomas, Samuel, Deptford, Ironmonger. April 19 at 3 at offices of March ant and Purvis, High st, Deptford
Waghorne, William Mercer, Cheltenham, Gloucester, Pork Butcher April 17 at 11 at offices of Jessop, Church st, Cheltenham
Warburton, Peter, Edenfield, Lancashire, Cotton Waste Spinner. April 20 at 3 at offices of Addleshaw and Warburton, King st, Manchester
Whitehouse, Richard, West Bromwich, Stafford, out of business. April 10 at 11 at the Talbot Hotel, Oldbury. Smith, Oldbury
Williams, Thomas, Carmarthen, Saddler. April 12 at 11 at offices of Field, Adelaide chambers, Swansea
Willis, William Penner, West Moulsey, Surrey, Surveyor. April 15 at 1 at offices of Haynes, Devereux court, Temple
Winfield, John, Hanley, Stafford, Potter's Gilder. April 12 at 3 at 18, Cheapside, Hanley. Tennant

TUESDAY, April 6, 1875.

Ainsworth, Daniel, Kidderminster, Worcester, Haberdasher. April 16 at 3 at offices of Miller and Co, Church st, Kidderminster
Allard, Robert, Bedfield, Suffolk, Cattle Dealer. April 23 at 11 at the Fox Hotel, Stowmarket. Roberts
Amies, William Pearce, Paddock Wood, Kent, Baker. April 22 at 10 at the Kent Arms Tavern, Paddock Wood. Harrison, Barnard's inn, Holborn
Austin, Samuel Stephens, Union rd, Rotherhithe, Grocer. April 14 at 11 at offices of Head, Eastcheap
Avery, John Franklin, High Wycombe, Buckingham, Hairdresser April 17 at 2 at offices of Clarke, Easton st, High Wycombe
Bailey, George, Cheltenham, Gloucester, Law Stationer. April 12 at 12 at Northfield House, North place, Cheltenham. Potter
Bawn, Henry, Birmingham, Cab Driver. April 20 at 12 at offices of Fallows, Cherry st, Birmingham
Bovill, William Potter, South Shields, Durham, Ship Chandler. April 14 at 3 at the Golden Lion Hotel, King st, South Shields. Bell, South Shields
Bryant, Thomas, Hounslow, Middlesex, Carver. April 22 at 3 at offices of Holloway, Ball's Pond rd, Islington. Fenton, Albion terrace, Kingsland
Bucknall, Joseph John, Augustine Bucknall, and Robert Cuthbert Bucknall, Liverpool, Brokers. April 19 at 3 at offices of Teebay and Lynch, Sweeting st, Castle st, Liverpool
Chapman, William Henry, Sunninghill, Berks, Builder. April 21 at 2 at offices of Vernede, Strand
Clark, George, Long Sutton, Lincoln, Architect. April 16 at 1 at offices of Caparn and Wilders, Long Sutton
Cook, Michael, Middleton, Durham, Beerhouse Keeper. April 20 at 3 at offices of Bell, Church st, West Hartlepool
Davies, Samuel, Ebbw Vale, Monmouth, Boot Maker. April 19 at 2 at offices of Shepard, Beaufort st, Brynmawr
Davies, Thomas, Ebbw Vale, Monmouth, Baker. April 19 at 11 at offices of Shepard, Beaufort st, Brynmawr
Dawkins, John Reynolds, Desborough, Northampton, Grocer. April 20 at 11 at offices of Preedy, Gas st, Kettering
Dawson, John, Clitheroe, Lancashire, Grocer. April 20 at 2 at the Swan Hotel, Castle st, Clitheroe. Hall and Baldwin, Clitheroe
Dearden, Edmund, Bury, Lancashire, Fancy Goods Dealer. April 20 at 2 at the Woolsack Hotel, Strangeways, Manchester. Sutcliffe, Burnley
Dempsey, James Samuel, Manchester, Underclothing Manufacturer. April 26 at 11 at offices of Boote and Edgar, George st, Manchester
Dixon, George, Mold, Flint, Clogger. April 19 at 3 at offices of Cartwright, Pepper st, Chester
Dowsett, Fanny, Marlborough rd, Chelsea, Cheesemonger. April 19 at 2 at offices of Brown, Basinghall st
Dreyfus, Auguste, Monkwell st, Silk Merchant. April 19 at 11 at offices of Hand and Co, Coleman st
Dunlop, William, and William Metcalfe Meredith, West Hartlepool, Durham, Iron Manufacturers. April 16 at 2 at the Turk's Head Hotel, Grey st, Newcastle-upon-Tyne. Todd, Hartlepool
English, James Apsey, Dorking, Surrey, Contractor. April 23 at 1 at the City Terminus Hotel, Cannon st. Randall and Angier
Faulkner, George, Cardiff, Fish Salesman. April 16 at 11 at offices of Morgan, High st, Cardiff
Fox, William, Redditch, Worcester, Baker. April 17 at 11 at offices of Richards, William st, Redditch
Gamage, Frederick, City rd, Fancy Box Manufacturer. April 14 at 1 at 143, Cheapside. Cooper, Charing cross
Goaman, Thomas, Bideford, Devon, Grocer. April 9 at offices of Collins, jun, Broad st, Bristol, in lieu of the place originally named
Hair, Felix Thomas, Barrow-in-Furness, Lancashire, Provision Dealer. April 16 at 2 at the Victoria Hotel, Church st, Barrow-in-Furness. Jackson
Hall, Jesse, and Alfred Cooper, Postern row, Tower hill, Builders. April 19 at 12 at 25, Great James st, Bedford row. Pope
Hallewell, Mary Ann, Leicester. April 22 at 2 at offices of Fowler and Co, Friar lane, Leicester
Harper, William Hugill, Scaggelthorpe, York, Farmer. April 19 at 3 at the George Inn, New Malton. Simpson
Henley, William Thomas, Fenchurch st, Telegraph Engineer. April 27 at 2 at offices of Fletcher, Moorgate st. Gedge and Co
Hodgson, Overend, Bradford, York, Fishdealer. April 16 at 11 at offices of Terry and Robinson, Market st, Bradford
Hosted, John, Brighton, Sussex, Wine Merchant. April 23 at 3 at offices of Kebbell, Fenchurch st
Hutchins, Thomas Penn, Welwyn, Hertford, Innkeeper. April 15 at 12 at offices of Armstrong, Fore st, Hertford
Inganni, Francesco, Gateshead, Durham, General Dealer. April 19 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
Jackson, John Bentley, Oldham, Lancashire, Cotton Manufacturer. April 19 at 2.30 at offices of Ponsonby, Clegg st, Oldham
Johnson, Isaac, Warrington, Lancashire, Draper. April 19 at 12 at offices of Moore, Bank st, Warrington
Jones, Manuel, Wrexham, Denbigh, Cheese Factor. April 16 at 12 at 33, Regent st, Wrexham. Hughes
Keele, Charles Augustus, Buckingham, Dentist. April 19 at 3 at the Swan and Castle Hotel, Castle st, Buckingham. Hope, John st, Bedford row
Lawrence, George Richard, Towcester, Northampton, Surgeon. April 16 at 3 at the Guildhall Tavern, Gresham st. Jeffery, Northampton
Lewton, Mary, Aberystwith, Cardigan, Fancy Toy Dealer. April 15 at 3 at the Town Hall, Aberystwith. Ravenhill, Aberystwith
Lightbown, John, Blackburn, Lancashire, Boot Maker. April 20 at 11 at offices of Darley, Central chambers, Lord st west, Blackburn
Lloyd, Edwin, Wolverhampton, Stafford, Metal Broker. April 19 at 3 at offices of Sheldon, Lower High st, Wednesbury
Love, James, Bath, Somerset, Farmer. April 19 at 11 at offices of Cox, St James' st, St James' Church, Bath
Mallett, William Walter, Dock st, Whitechapel, Outfitter. April 19 at 2 at offices of Reader, Gray's inn square
Mason, John, Liverpool, Silk Mercer. April 27 at 2 at the Liverpool Law Association, Cook st, Liverpool. Lockett, Liverpool
Merry, John, Kidlington, Oxford, Baker. April 14 at 11 at offices of Mallam, High st, Oxford
Morgan, John, Dowlais, Glamorgan, Grocer. April 19 at 2 at offices of Barnard and Co, Crockherbtown, Cardiff. Lewis, Merthyr Tydfil
Mullen, George, Monkwearmouth, Durham, Boot Maker. April 19 at 11 at offices of Lawson, Villiers st, Sunderland
Munn, James, Woolwich, Kent, Beer Retailer. April 22 at 3 at offices of Cooper, Chancery lane
Osborn, William, Ramsgate, Kent, Builder. April 19 at 3 at the Bull and George Hotel, Ramsgate. Edwards, Ramsgate
Owen, John, Manchester, Timber Merchant. April 19 at 3 at offices of Hulton and Lister, Brazennose st, Manchester
Pickard, William, and William Stoneman, Spencer st, New Inn yard, Shoreditch, Cabinet Makers. April 20 at 3 at offices of Montagu, Bucklersbury
Platt, George, and Alfred Hudson Leather, Birmingham, Chandelier Manufacturers. April 16 at 12 at the Great Western Hotel, Monmouth st, Birmingham. Wood
Porter, Charles Henry, New King st, Deptford, Bottle Beer Merchant. April 19 at 3 at the Guildhall Tavern. Sandon and Kersey, Gracechurch st
Rackham, Mary Hamp, Bollington, Cheshire, Innkeeper. April 21 at 3 at the Brunswick Inn, Thibet rd, Macclesfield. Parrot and Co
Rawlings, Alfred Lodge, and William Buston, Swansea, Glamorgan, Merchants. April 16 at 12 at offices of Donagne, Wind st, Swansea
Roe, Edward, Swansea, Glamorgan, Saddler. April 20 at 3 at offices of Woodward, Wind st, Swansea
Rolfe, Edward, Levenshulme, Lancashire, Commission Agent. April 21 at 4 at offices of Best, Lower King st, Manchester
Rose, George, Stafford, Ginger Beer Manufacturer. April 15 at 11 at offices of Bowen, Martin's court, Stafford
Saward, William Thomas, Wellingborough, Northampton, Timber Merchant. April 20 at 12 at offices of Burnham and Henry, High st, Wellingborough
Schroeder, Henry Schuldham, and Charles Mortleman, Old Broad st, Merchants. April 27 at 3 at offices of Lawrance and Co, Old Jewry chambers
Scoulding, Wallace, Bristol, Railway Clerk. April 23 at 12 at offices of Pitt, Albion chambers east, Bristol. Roper, Bristol
Sheward, William, Dawley, Salop, Blacksmith. April 23 at 13 at offices of Harries, Dawley
Simpson, Arthur Blythe, Cambridge, Publican. April 19 at 12 at 2, Post Office terrace, Cambridge
Sinclair, William, Howden, York, Builder. April 19 at 3 at offices of Summers, Manor st, Kingston-upon-Hull
Smith, William, Newcastle-upon-Tyne, Grocers' Outfitter. April 21 at 2 at offices of Winship, Victoria buildings, Grainger st west, Newcastle-upon-Tyne
Stafford, Francis, Ilkestone, Derby, Tobacconist. April 16 at 10 at offices of Acton, Victoria st, Nottingham
Tate, Jacob, and Matthew William Derry, Wolverhampton, Stafford, Wine Merchants. April 17 at 11 at offices of Underhill, Darlington st, Wolverhampton
Thompson, Francis William, Barrow-in-Furness, Lancashire, Fruit Dealer. April 22 at 3 at offices of Nordon, Cook st, Liverpool
Turley, George, Aston, near Birmingham, out of business. April 19 at 2 at offices of Orton, Ridgefield, Manchester. Fitter, Birmingham
Turner, Charles, Thurnscoe, York, Joiner. April 15 at 4 at offices of Badgers and Rhodes, High st, Rotherham
Turner, George, Birmingham, Grocer. April 21 at 2 at offices of Coleman and Coleman, Colmore row, Birmingham
Turncock, Thomas, Windsor, Berks, Tailor. April 19 at 3 at offices of Phillips, Gray's inn square
Wall, George, Birmingham, Fish Merchant. April 19 at 12 at offices of Fallows, Cherry st, Birmingham
Ward, William, Cheltenham, Gloucester, Music Seller. April 22 at 3 at offices of Pruen, Regent st, Cheltenham
Webb, Frederick, Cheltenham, Gloucester, Tailor. April 16 at 12 at Northfield House, North place, Cheltenham. Potter, Cheltenham
Weigner, Emanuel, Gower st, Bedford square, Commission Agent. April 30 at 3 at offices of Edwards and Co, King st, Cheapside. Abrahams and Roffey, Old Jewry
Whitehead, William, Newton-in-Cartmel, Lancashire, Innkeeper. April 16 at 11 at the Temperance Hall, Ulverston. Jackson, Ulverston
Whittle, Charles, St Helens, Lancashire, Licensed Victualler. April 22 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Danson, Liverpool
Williams, Herbert Shakespear, Strand, Dealer in Theatrical Apparatus. April 21 at 3 at offices of Knox and Mould, Newgate st
Williams, William Thomas, Dowlais, Glamorgan, Provision Factor. April 20 at 12 at offices of Lewis, Glebeland st, Merthyr Tydfil

Wilson, Edward, Stafford, Baker. April 15 at 3 at offices of Bowen, Martin's court, Stafford
Wilson, Thomas, Kingston-upon-Hull, Master of the sloop Kestrel. April 15 at 3 at offices of Chambers, Scale lane, Kingston-upon-Hull